

**LAKE SAINT LOUIS  
FIRE PROTECTION DISTRICT**

**VOLUNTEER MEMBER  
HANDBOOK**

# **WELCOME TO THE LAKE SAINT LOUIS FIRE PROTECTION DISTRICT!**

This Volunteer Member Handbook has been developed to help you get acquainted with the fire district and answer many of your initial questions.

You may or may not be aware that all fire districts in the state of Missouri are created and empowered by state statute section 321. Not only are fire districts governed by the contents of this particular statute but because they are a political subdivision of the state fire districts are required to comply with various other regulations at both the state and federal levels.

Missouri Revised Statutes, Section 321.010.1, defines a fire protection district as “a political subdivision which is organized and empowered to supply protection by any means to persons and property against injuries and damage from fire and from hazards which do or may cause fire, and which is also empowered to render first aid for the purpose of saving lives, and to give assistance in the event of an accident or emergency of any kind.”

The fire district receives its operating funds from annually paid property taxes. The resident voters of the fire district approve the rate of taxation. In short, the fire districts sole reason for existence is to benefit the taxpayers of the district and the public at large.

As a volunteer member of the Lake Saint Louis Fire Protection District, the importance of your contribution in meeting our goals and fulfilling our mission statement cannot be overstated. Our goal is to provide the finest-quality services to the residents of the Lake Saint Louis Fire Protection District.

You are an important part of this process for your membership directly influences the district’s reputation.

We are glad you have joined us, and we hope you will find your membership to be both challenging and rewarding.

Sincerely,

*Jeffrey P. Smith*

Jeffrey P. Smith  
Fire Chief

## A WORD ABOUT THIS HANDBOOK

This Volunteer Member Handbook contains information about the membership policies and practices of the Lake Saint Louis Fire Protection District. We expect each volunteer to read this Handbook carefully, as it is a valuable reference for understanding your membership and the Fire District. The Fire District retains the right to make decisions involving membership as needed in order to conduct its work in a manner that is beneficial to the members and the Fire District. This Volunteer Member Handbook supersedes and replaces any and all prior Volunteer Member Handbooks and inconsistent verbal or written policy statements. In addition to this handbook, the District's Standard Operating Guidelines (SOG's) will be followed and those areas of the Employee Handbook that do not directly conflict. Except for the policy of at-will membership, which can only be changed by the Board of Directors of the Fire District in writing, the Fire District reserves the right to revise, delete and add to the provisions of this Handbook. All such revisions, deletions or additions must be in writing and must be signed by the Board of Directors of the Fire District. No oral statements or representations can change the provisions of this Handbook.

The provisions of this Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Handbook intended to create a contract guaranteeing that you will be a member for any specific time period.

**THIS ORGANIZATION IS AN AT-WILL MEMBERSHIP ORGANIZATION. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS HANDBOOK, EITHER YOU OR THE ORGANIZATION MAY TERMINATE THE MEMBERSHIP RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE MEMBERSHIP-AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ORGANIZATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT - EXPRESS OR IMPLIED WITH ANY MEMBER FOR MEMBERSHIP OTHER THAN AT-WILL.**

This Handbook refers to current benefit plans maintained by the Fire District. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. Those documents are controlling.

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## **PROBATIONARY STATUS**

All new volunteers are on a probationary period during their first 12 months of membership.

During this period of time, you will be able to determine if your new position is suitable for you, and the District Officers will have an opportunity to evaluate your performance. However, the completion of the introductory period does not guarantee membership for any period of time thereafter.

## **ANNIVERSARY DATE / DEFINITION OF SENIORITY**

The day your membership is approved will be recorded in District records as your anniversary date. This date is used to calculate many different organization benefits.

Seniority shall be determined by continuous service in the Lake Saint Louis Fire Protection District calculated from the first day your membership is approved. Continuous service shall be broken only by resignation, discharge or retirement. Seniority among volunteers who have identical anniversary dates will be based on alphabetical order by volunteer's last names.

## **TALK TO US**

We encourage you to bring your questions, suggestions and complaints to the Districts attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that (s)he is able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with the next level of leadership. (S)he will review the issues and meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important, and we encourage you to discuss them with your supervisor at an appropriate time that does not interrupt the normal day-to-day operations. Your membership will not be adversely affected in any way because you choose to use this procedure.

## **ETHICS**

Volunteers must never use their positions with the organization, or any of its clients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

No volunteer member shall accept any gifts or gratuity if the volunteer knows or has reason to believe the said gift or gratuity is being offered to influence the performance of said volunteer's duties or responsibilities.

No volunteer shall receive discounted or cost-free goods or services that may be offered in recognition of said volunteer's position with the District, except consumable goods.

The acceptance or receipt of any free merchandise or monetary rewards for performance of one's duty as a volunteer of the Fire District is prohibited.

Unless prior approval is received from the Fire Chief, no volunteer of the Fire District shall be allowed to purchase personal items through the Fire District, or have such items delivered to the Fire Station, even if such volunteer pays for merchandise personally.

Volunteers of the Fire District, other than the Board of Directors and/or Fire Chief, do not have the authority to incur expense or assume any obligations on behalf of the Fire District. If funds are needed for day-to-day operations that are not on hand, a supervisor should be notified to handle the situation.

Violations of this policy will not be tolerated and may result in disciplinary action, up to and including discharge. There will be no adverse action taken against a volunteer who, in good faith, reports violations involving others of this policy or participates in the investigation of such violations.

## **GRIEVANCE PROCEDURE**

A grievance is defined as an individual volunteer's dispute, claim or complaint solely related to the interpretation or application of a specific provision of this Handbook and/or the application (but not the content) of District rules and policies. Further, in no event may a grievance be filed over verbal counseling or safety issues. Grievances must be filed in the manner outlined below, including compliance with the applicable time limits, or shall be forever barred. Any meeting held with respect to grievances shall be arranged at such times so that they will not interfere with the District's operations. In no event shall any disposition or award upon any timely filed written grievance be made retroactive for any period prior to the date of the occurrence that initiated the grievance.

#### Step 1:

Volunteers are required to present any reasonable complaint to the appropriate supervisor for review with the intent of handling the matter informally, within seventy-two (72) hours after the dispute, claim, or complaint occurred. Upon receipt, the supervisor shall review the matter in question and render a decision within seventy-two (72) hours. Should the person who submitted the complaint disagree with the supervisor's decision at this point, a formal grievance may be filed as provided below.

#### Step 2:

In the event that a volunteer believes he or she has a grievance, and has complied with Step 1 above, the Volunteer may obtain a grievance form from the administrative offices of the Fire District. The volunteer shall state on the form the date and nature of the incident, the provisions of this Handbook on which the grievance is based, and the relief sought. The volunteer initiating the grievance must sign the Grievance Form.

The volunteer shall then submit the signed Grievance Form to the Volunteer Assistant Chief and the Supervisor who made the informal decision, within two days of the Supervisor's decision. The Supervisor who initially reviewed the complaint in Step 1 must then sign the Grievance Form.

The Volunteer Assistant Chief shall investigate all facts involved in the issue and offer a written decision within ten (10) calendar days, excluding weekends and holidays, upon receipt of the Step 2 grievance.

#### Step 3:

If the volunteer determines that the Volunteer Assistant Chief's decision is unsatisfactory, the volunteer must notify the Fire Chief in writing within seven (7) calendar days of the Volunteer Assistant Chief's decision. The Fire Chief shall investigate all facts involved in the issue and offer a written decision within ten (10) calendar days, excluding weekends and holidays, upon receipt of the Step 3 grievance.

#### Step 4:

If the volunteer determines that the Fire Chief's decision is unsatisfactory, the volunteer must notify the District Board of Directors in writing within seven (7) calendar days of the Fire Chief's decision.

Only grievances involving a written reprimand, formal disciplinary action, suspension, or termination will be submitted to the District Board of Directors.

The Board shall hold a grievance hearing at their next regularly scheduled Board meeting, provided that the written grievance is submitted to the Board at least ten (10) days prior to the meeting. If the written grievance is submitted to the Board ten (10) days or less prior to the next regularly scheduled meeting, the hearing will be held at the following regular meeting of the District Board. The Board shall render a decision within ten days of the hearing. At the grievance hearing, the District agrees to allow the volunteer to provide evidence and testimony supporting the grievance. At the District Board's discretion, a special meeting may be called to conduct the grievance hearing.

After reviewing the grievance, the District Board of Directors shall render the final decision. The Chairman of the Board or his designee shall notify the volunteer in writing within seven (7) calendar days following the decision.

No individual settlement shall change, modify, or serve as an addition to, or detract from this handbook, nor shall such settlement constitute a precedent for future cases, unless specifically stated in writing and signed by the parties. In no event shall any disposition or award upon any timed-filed written grievance be made retroactive for any period prior to the date of occurrence.

## **DISCIPLINE AND DISCHARGE**

No permanent, non-probationary, volunteer member shall be disciplined or discharged without just cause. "Just cause" shall include reductions in force. Disciplinary action, depending on the severity of the action, may include a verbal warning, written warning, suspension, transfer, demotion and/or discharge. The only exception to this provision shall be to a probationary volunteer who has not successfully completed his or her probationary period and has not been appointed as a permanent member. The District furthermore agrees to hold a hearing within ten days to investigate administrative charges against a volunteer that result in a reduction of rank, suspension, or termination; provided that the volunteer makes a written request for the hearing. At such hearing, the District shall notify the volunteer of the charges against them, and shall make this information available at least two days prior to the hearing. The established time frames for the hearing and notification may be altered only by mutual consent of the District and the volunteer. The volunteer shall have the right to be accompanied and represented by legal counsel. All notations of discipline that are placed in a volunteer's file shall be signed and dated by the volunteer, with the volunteer receiving a copy of the said document.

## **RESIDENCY AND PERSONAL INFORMATION**

All volunteers of the Fire District shall abide by the residency rules spelled out in the policies governing Traditional and Reserve Volunteers, whichever is appropriate.

All volunteers shall promptly report to the Fire District any changes concerning:

- A. Home address
- B. Personal telephone number
- C. Marital and dependent status
- D. Next of kin / beneficiaries

All volunteers of the Fire District shall maintain a telephone at which they can be reached when off duty. Certain volunteers may be required to carry and use Fire District communications devices so they may be contacted if necessary.

Volunteers who are given, or are in a position to receive, confidential information are expected to and must keep such information strictly confidential and may not divulge such information to persons in or out of the facility who are not entitled to receive such information.

Volunteers will not discuss, or in any other manner communicate, information of any kind learned while on duty with any person except in the performance of duty and, will limit their mention of calls received to internal reports of the organization as provided by procedures and to necessary communications with other volunteers/employees in the performance of duty.

Volunteers will not disclose any information to the public or press regarding internal policies, personnel matters, or interdepartmental disputes without first clearing such disclosure with the Fire Chief.

Any telephone numbers made available to the District for use in the performance of duty will not be divulged to anyone except those persons who by their position and rank are authorized to receive such information.

Volunteers may inspect their own personnel file by making an appointment with the Fire Chief. Such inspections will be held on the District's premises in the presence of the Fire Chief. Volunteers will be permitted to review records related to his or her qualification for membership and disciplinary action. Volunteers are not permitted access to any letter of reference maintained by the District or items considered closed to the public. Volunteers will not be allowed to make copies of the contents of their personnel files, nor shall volunteers be allowed to remove their file or it's contents from District property. If a volunteer disagrees with the accuracy of any statement in his or her records, and no correction can be agreed

upon, the volunteer is limited to submitting an explanatory statement that will be attached to the records.

## **FIRE DISTRICT VEHICLES**

Accidents involving a Fire District vehicle must be reported to a District Supervisor and the Fire Chief immediately. Depending on the severity of the accident you may be required to submit to an alcohol and drug test following an accident and prior to resuming operation of Fire District vehicles. An alcohol and drug test is mandatory following accidents resulting in injuries to any District Employee(s), volunteer(s) or member(s) of the public. If an alcohol and drug test is required the Driver involved will be placed on Administrative Leave until the results of the tests are released to the Fire Chief. If the results come back negative the volunteer shall be released back to active duty. If the results come back positive, additional disciplinary actions may be taken under the District's disciplinary policies.

Volunteers may be held responsible for any moving and parking violations and fines, which may result when operating a District vehicle.

The use of seat belts and/or other safety equipment or devices is mandatory for operators and passengers of Fire District vehicles.

## **EDUCATION /TUITION REIMBURSEMENT**

The District agrees to provide a tuition assistance program at the following rates. To be eligible for reimbursement the volunteer must acquire a grade of C (70%) or better and/or a pass from a pass/fail class. To be reimbursable, a class must be pre-approved by the District's Training Officer and the Fire Chief.

### **Fire Academy**

The District will fully reimburse any volunteer who completes the St. Charles County Fire Academy and acquires state Fire Fighter I and II. Fifty percent (50%) of tuition will be reimbursed at course completion with the remaining fifty percent (50%) being reimbursed when proof of state certification is provided.

### **Professional Education**

With approval of the Fire Chief the District agrees to fully reimburse any volunteer who completes a short course (1-80 hours) that pertains to fire district training.

## Missouri Fire and Rescue Training Institute

The District agrees to prepay for courses and lodging at winter or summer fire school for those volunteers selected by the District to attend. All other courses offered by MFRTI should be handled as Professional Education. Volunteers will receive their expense check upon supplying the District with a copy of their certificate, which verifies attendance.

## Higher Education

The District agrees to pay 75% up to \$1000 per year for any volunteer receiving a C (70%) or better in a course offered by an accredited 2 or 4-year college.

## Medical Training

The District agrees to reimburse fully any volunteer approved by the Fire Chief for the completion and continuation of an EMT or Paramedic course. This includes the price of the course, textbooks and testing. Fifty percent (50%) of tuition will be reimbursed at course completion with the remaining fifty percent (50%) being reimbursed when proof of state certification is provided.

## Travel Expenses

The District agrees to pay travel expenses as per the IRS current limit, lodging costs, and mileage for any volunteer attending any course covered in Professional Education or Missouri Fire and Rescue Training. The volunteer must submit proof of course completion and an expense report to be reimbursed.

The following travel expenses will be reimbursed:

Automobile Mileage

Lodging

Tips

Business Meals (In accordance with established per diem rates)

## **ACCIDENT AND INCIDENT REPORTING**

Any duty-related accidents must be reported immediately to the volunteer's supervisor or the officer in charge. Appropriate forms are to be completed and signed. If medical attention is required, it must be reported to the officer in charge in advance of such attention, unless emergency treatment is required.

Any volunteer who witnesses, discovers, or is involved in an accident, must make a report.

Incidents involving non-employees or members on Fire District property or involving the District, no matter how minor, must be reported to the volunteer's supervisor or officer in charge, immediately, by the volunteer witnessing, discovering or being involved in any incident.

In the event a volunteer of the Fire District, while "on duty," suffers a major injury, serious illness or death, the officer in charge shall immediately notify the Fire Chief. When the official information is available from a physician or hospital, the Fire Chief or his/her designee shall notify the next of kin. All efforts shall be made to expedite this procedure to ensure that the District notifies the next of kin before any public release is made. Caution shall be exercised that the above procedure is not put into effect until official information is available and confirmed. Seriously ill or injured volunteers who are transported to a hospital or other medical facility for treatment may, in the Incident Commander's discretion, be accompanied by other Fire District personnel.

## **MEETING ATTENDANCE**

All volunteers are expected to attend all meetings at which a member of management requests them to attend.

## **BULLETIN BOARDS**

Information of interest and importance to you is regularly posted on District bulletin boards. All volunteers are expected to read them regularly. These bulletin boards are for administrative use only; volunteers may not post or remove any information without first receiving approval from a member of management.

## **PROMOTIONS AND TRANSFERS**

We believe that advancement is rewarding for both our volunteers and the Fire District. We will promote qualified volunteers to new or vacated positions whenever possible.

Position openings may be posted in-house. If you are interested in one of these positions, notify the person indicated on the posting.

## **IF YOU MUST LEAVE US**

Should you decide to terminate your membership with the Fire District, we ask that you provide the Fire Chief with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for membership with the District.

Volunteers who are accepted for membership following a break in service in excess of 12 months, other than an approved leave of absence, must serve a new initial introductory period, whether or not such a period was previously completed. Such members are considered new members from the effective date of their re-membership for all purposes, including the purposes of measuring benefits.

Generally, the Fire District does not provide a "letter of reference" to former volunteers. Instead, upon request, we will confirm our volunteers' dates of membership and job title.

All District property must be returned upon termination. Otherwise, the Fire District may take further action to recoup any replacement costs and/or seek the return of District property through appropriate legal recourse.

Such property includes but is not limited to:

- Volunteer Member Handbook
- Standard Operating Guidelines
- All Communications Equipment
- Identification Card
- Bunker Gear

You should notify the Fire Chief if your address changes during the calendar year in which termination occurs so that pertinent information can be sent to the proper address.

## **COURT LEAVE**

The District shall pay, upon receipt of written proof, lost wages and other reasonable expenses to any volunteer when required by the District to appear at any Court or administrative proceeding for official department business only.

## **MILITARY LEAVE**

Military orders should be presented to the Fire Chief and arrangements for leave made as early as possible before a departure. Volunteers are required to give advance notice of their service obligations to the organization unless military necessity makes this impossible. You must notify the Fire Chief of your intent to return to "active duty" based on requirements of the law. Every attempt will be made based on the Fire District needs at the time to return such individuals to their previous position if at all possible.

## **ACCIDENTAL DEATH, DISMEMBERMENT AND DISABILITY INSURANCE**

Currently the Fire District does provide, at no cost to its volunteers, accidental death, dismemberment and disability insurance. Amount of insurance payment(s) and duration of payments is based on each individual volunteers weekly wage at their regular full-time employer and/or the severity of the injuries sustained.

Please check with the Fire Chief for additional information concerning this benefit.

## **LENGTH OF SERVICE AWARDS PROGRAM (LOSAP)**

The Fire District sponsors a LOSAP program as a means to recognize its volunteers for their years of service and commitment to the District and the community.

Eligible volunteers earn points for attending training sessions, responding to emergency calls, participating in overnight manning sessions, participating in public relations activities and other such items as recognized by the program. If the volunteer receives the minimum number of eligibility points at the end of the year they are credited with a year of service in the program and will receive a payment in accordance with the appropriate program formula

Program formulas for Traditional and Reserve Volunteers vary slightly due to the nature and purpose of each group. Essentially these formulas take the points earned in the current year multiplied by their years of service to determine the funding amount for that year.

## **VOLUNTEER WORKERS' COMPENSATION INSURANCE**

“On-the-job” injuries are covered by our Volunteer Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the officer in charge. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead or contribute to an accident. Additionally, the organization will attempt to provide a reasonable accommodation that is medically necessary, feasible and does not impose an undue hardship on the Fire District as prescribed by applicable federal, state or local law.

The Fire District reserves the right to direct volunteers to specific doctors, providers or medical facilities concerning volunteer workers' compensation claims.

## **MEMBER ASSISTANCE PROGRAM**

The District agrees to provide volunteers with access to a confidential Employee Assistance Program (“EAP”) to help the volunteer deal with problems associated with marriage or family relationship issues, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, compulsive gambling and eating disorders, and traumatic stress. The District shall solely determine the type, length, amount, and provider of benefits offered under the EAP. Any medical or mental health services that are to be provided shall be limited to those offered by the District's health insurance plan. All deductibles, co-pays, and out-of-pocket limits of the insurance policy shall be the responsibility of the volunteer. The Fire Chief may refer an volunteer to the EAP. Failure of a volunteer to act on any such referral by the Fire Chief may lead to disciplinary action, up to and including termination.

## **UNIFORMS**

The District is not responsible for the upkeep of the volunteer's uniform. In any event, each volunteer is solely responsible for compliance with rules concerning physical appearance, dress code and neatness. The District shall be responsible for the cost of all uniforms, protective clothing and any other equipment or tool the district requires to perform the duties of firefighter, with the exception of underclothing and shoes.

## **TOBACCO USE**

The Fire District is committed to providing a safe and healthy environment for volunteers, employees and visitors. To accomplish this, tobacco use is not allowed in Fire District buildings or vehicles. Tobacco use is allowed only in outside designated areas.

## **SUBSTANCE ABUSE**

Volunteers are prohibited from reporting to duty when the volunteer uses any drugs, except when the use is pursuant to a doctor's orders and the doctor advised the volunteer that the substance does not adversely affect the volunteer's ability to safely perform his or her job duties.

In addition, volunteers are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal drugs and alcohol. Volunteers are also prohibited from reporting for duty or remaining on duty with any alcohol or illegal drug in their systems. Volunteers are also prohibited from consuming alcohol during training session or meetings. This does not include the appropriate use of alcohol at District approved functions or activities.

Any volunteer who violates this policy is subject to the District's disciplinary procedure and may be required to participate in an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued membership and in accordance with applicable federal, state and local laws. The District assures that any information concerning an individual's drug or alcohol use that is conveyed to the District by the volunteer on a confidential basis will remain confidential, subject to disclosures authorized or required by law.

The District will attempt to assist volunteers who seek assistance before their drug or alcohol use renders them unable to perform their essential membership duties or jeopardizes the health and safety of themselves, or others, through referrals to rehabilitation, appropriate leaves of absence, and other measures consistent with the District's policies and applicable federal, state or local laws.

The District further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of District issued lockers, desks or other suspected areas of concealment, as well as a volunteer's personal property when the District has reasonable suspicion to believe that the volunteer has violated this substance abuse policy.

## **VOLUNTEER MEAL ALLOWANCE**

Members who participate in a volunteer manning session as described in the District's Standard Operating Guidelines, and complete the entire shift assignment, shall receive a meal allowance of twelve dollars (\$12.00) per shift. Members participating in less than a full shift shall receive a pro-rated allowance. Allowances will be paid once a month as soon as possible after the last day of the month. Members who respond to calls from home will not receive the stipend.

Approved this the 23<sup>rd</sup> day of June, 2008.

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David Monahan, Chairman  
Board of Directors

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Ralph Clark, Treasurer  
Board of Directors

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Michael A. Schell  
Board of Directors

### **Revisions:**

?? / ?? / ????? Originally Adopted

10 / 24 / 2005 Revised

06 / 19 / 2007 Revised

02 / 25 / 2007 Revised

## **VOLUNTEERS ACKNOWLEDGEMENT OF HANDBOOK**

This is to acknowledge that I have / will read the Lake St. Louis Fire Protection District Volunteer Member Handbook. I understand and agree that it is my responsibility to abide by the rules, policies and standards set forth therein.

If I have questions regarding the content or interpretation of this Handbook or any other District rules, policies, guidelines or procedures, I will bring them to the attention of a District Officer.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

VOLUNTEER'S SIGNATURE \_\_\_\_\_