

**RULE I      DEFINITIONS**

**Section 1.    HOURLY RATE**

The applicable average monthly salary reduced to an hourly rate utilizing hours of work, per work week as provided in RULE X, Section 1.

**Section 2.    BASE SALARY**

A Fireman's (as defined below) Base Salary shall include each of the following: (i) the starting salary for the classification that a Fireman holds;  
(ii) all merit raises awarded throughout the Fireman's tenure of service;  
(iii) all longevity pay granted throughout the Fireman's tenure of service; and the Fireman's State Supplemental Pay.

**Section 3.    APPOINTING AUTHORITY**

The Parish President or his designee.

**Section 4.    SUPERINTENDENT/DIRECTOR**

Whenever the capitalized term "Superintendent" and/or "Director" is used in this Ordinance, it shall mean the Director of Fire Services for the East Bank Consolidated Special Service Fire Protection District.

**Section 5.    Repealed**

**Section 6.    IMMEDIATE FAMILY**

Immediate Family shall include the following persons: mother, father, sisters, brothers, spouse, step-parents, grandparents, children, step-children, and grandchildren, who are related by either blood or through adoption, including other blood relatives whose permanent residence is the same as the employee.

**Section 7.    GENDER**

Gender references in these Rules shall be deemed to include the masculine, feminine and neuter, as the context may require.

**RULE II**

**PREAMBLE:**

**Section 1.**

**PREAMBLE**

The Parish of Jefferson, hereinafter referred to as the "Parish", and the Jefferson Parish Fire Fighters Association, Local 1374, International Association of Fire Fighters, on behalf of all employees, excluding managerial, clerical and confidential employees, and all ranks above the grade of Captain, covered hereunder and hereinafter referred to as the "Union".

It is understood by the parties that the best interests of the Parish are served if there is a basis for the Parish and the Union to meet and confer in order to achieve and maintain harmonious relations between the Parish and the Union, to provide for equitable and peaceful adjustment of differences which may arise, not under the jurisdiction of the Parish Council, provided that funds are available, to protect and serve the public interest.

**Section 2.**

**NON-DISCRIMINATION**

The Parish of Jefferson is an equal opportunity employer and all applicable Federal and State Laws be applied equally to all employees without regard to sex, marital status, race, color, creed, National origin, or political affiliation.

**Section 3.**

**GENDER**

Whenever a male gender is used in this Ordinance it shall be construed to include male and female employees.

## **RULE III**

# **ORGANIZATION, RULES AND PROCEDURES FOR PAID FIREMEN OF THE EAST BANK (CONSOLIDATED FIRE DEPARTMENT**

### **Section 1.**

### **ORGANIZATION OF FIRE CIVIL SERVICE**

#### 1.1

The organization, rules and procedures of the Fire and Police Civil Service Board as provided for by LSA-RS33:2531 et seq. are hereby recognized.

- 2531 Mandatory civil service in certain municipalities, parishes and districts.
- 2532 Short title.
- 2533 Definitions
- 2534 Effective date of provisions.
- 2535 System of classified civil service.
- 2536 Fire and police civil service boards.
- 2537 Duties of the board.
- 2538 Rules, regulations and orders of the board.
- 2539 State examiner and deputy state examiner.
- 2540 Appropriations; facilities for board.
- 2541 Classified and unclassified service in fire and police departments.
- 2542 Right of employee who entered armed forces to be reinstated
- 2543 Classification plan.
- 2544 Allocation of positions to classes.
- 2545 Use of class titles.
- 2546 Status of incumbent of position when allocated.
- 2547 Methods of filling vacancies.
- 2548 Demotion.
- 2549 Transfer.
- 2550 Reinstatement and re-employment.
- 2551 Establishment and maintenance of employment lists.
- 2552 Tests.
- 2553 Admission to tests.
- 2554 Certification and appointment.
- 2555 Working tests.
- 2556 Temporary appointments.
- 2557 Leaves of absence.
- 2558 Abolition of positions in the classified service.
- 2559 Lay-offs.
- 2560 Corrective and disciplinary action for maintaining standards of service.
- 2561 Appeals by employees to the board.

**RULE III**

**ORGANIZATION, RULES AND PROCEDURES FOR PAID  
FIREMEN OF THE EAST BANK CONSOLIDATED FIRE  
DEPARTMENT (Continued):**

**Section 1. ORGANIZATION OF FIRE CIVIL SERVICE (Continued):**

1.1 Continued:

2562 Oaths, testimony, production of records;  
refusal to testify.

2563 Duties of Officers and employees.

2564 Political activities prohibited.

2565 Other prohibited acts.

2566 Legal Services.

2567 Penalties.

2568 Effect of other laws.

**Section 2. RULES**

2.1 Adoption or Amendment: These Rules shall be adopted  
– or amended only after a public hearing by the Council.

2.2 Effective Date of Amendments: Unless otherwise specifically provided,  
any amendment to these Rules shall become effective ten (10) days  
after final adoption by the Parish Council.

2.3 Prior to any proposed amendments to these Rules, the Superintendent  
will submit the proposals to the Jefferson Parish Fire Fighters  
Association, Local 1374 of the International Association of Fire  
Fighters. In the event the amendments are not signed upon, the  
Superintendent will provide the Jefferson Parish Fire Fighters  
Association forty-five (45) days in which to respond. However, such  
disagreement will not prevent the Superintendent or the Administration  
from presenting the proposed amendments to the Jefferson Parish  
Council at the end of the forty-five (45) day period.

## **RULE IV CLASSIFICATION PLAN**

**Section 1. CREATING CLASSES AND ALLOCATION POSITIONS**

**Section 2. FORCE AND EFFECT OF CLASSES**

**Section 3. STATUS OF INCUMBENT WHEN POSITION IS REALLOCATED**

The Fire and Police Civil Service Law for Small Municipalities and for Parishes and Fire Protection District, LSA-R.S. 33:2531 et seq., and the rights and benefits of employees provided thereunder, are hereby recognized as controlling for the subject matter of Section 1 through 3, Rule III.

## RULE V PAY PLAN

### Section 1 APPLICABILITY

- 1.1 The pay of all positions in the classified service for the East Bank Consolidated Fire Department ("**Fire Department**") shall be determined in accordance with the Pay Plan in effect and in accordance with Rule V. No person employed in a classified position shall be paid at less than the minimum rate except as specifically permitted elsewhere in this Rule, or as specifically provided in the Pay Plan.
- 1.2 Pay Plan for Fire Department personnel of Jefferson Parish (adopted by Ordinance #22894, as amended).

All appointments in the classified service shall be made at the minimum rate or such other starting rate specifically authorized by the Appointing Authority.

The starting salary in each classification shall be as follows:

	<u>Code</u>	<u>Range</u>	<u>Yearly</u>	<u>Class</u>
Firefighter	<u>9225</u>	35	\$ 22950	C
Equipment Operator	<u>9230</u>	37	25300	C
Fire Lieutenant	<u>9235</u>	38	26568	C
Fire Captain	9236	40	29291	C
District Chief	9237	42	32293	C
Assistant Chief	9218	44	35604	C
Fire Prevention Inspector I	9203	40	29291	A
Fire Prevention Inspector II	9204	41	30756	A
Arson Investigator I	9219	40	29291	A
Arson Investigator II	9219	41	30756	A
Fire Education Officer I	9216	40	29291	A
Fire Education Officer II	9222	41	30756	A
Fire Prevention Chief	9209	44	35604	A
Training Officer I	9240	40	29291	A
Training Officer II	9241	41	30756	A
Communication Officer I	9212	40	29291	B
Communications Officer II	9220	41	30756	B
Communications Supervisor	9213	42	32293	B
Fire Technician I	9215	34	21881	B
Fire Technician II	9221	36	24098	B
Records Clerk	9214	30	17846	A
Safety Officer	9251	44	35604	A

Ordinance No. 18226 dated March 13, 1991  
Rule V, amended April 14, 1993, Ord. No. 18734  
Rule V, amended October 31, 1998, Ord. No. 29488  
Rule V, amended April 3, 1999, Ord. No. 20626  
Rule V, amended June 16, 2001, Ord. No. 21295

Rule V, amended December 22, 2001, Ord. No. 21472  
Rule V, amended August 12, 2009, Ord. No. 23620  
Rule V, amended October 14, 2009, Ord. No. 23669

**RULE V      PAY PLAN (Continued):**

**Section 1      APPLICABILITY (Continued):**

1.3      Whenever part-time service is rendered, the appropriate pay                  rate      shall be determined in accordance with the base hourly      rate set for the classes of work.

**Section 2      SALARY INCREASES**

2.1      The term "fireman" as used in this Rule V, shall have the same                  meaning as set forth in La. R.S. 33:1991(A), as amended (hereinafter      "**Fireman**"      or "**Firemen**").

2.2      Fire Department employees not included in the definition of Fireman ("**Regular Fire Personnel**") authorized for a particular position, may be granted an annual merit salary increase on their anniversary date of employment, at the Director's discretion and subject to the availability of funds.

2.3      Each Fireman who has had three (3) years of continuous service with the Fire Department shall receive an increase in Base Salary of no less than two percent (2%) and shall thereafter receive an increase in Base Salary of no less than two percent (2%) for each year of additional service up to and including twenty (20) years, provided however, that: (i) in the event all other Parish employees receive an annual raise in excess of two percent (2%), then each Fireman that has at least one (1) year of continuous service, but that has not obtained the five percent (5%) Maximum of his Annual Salary Range, shall receive the same percent increase in Base Salary as all other Parish employees (and in accordance with all applicable RULES); and (ii) in the event all other Parish employees receive an annual raise in excess of two percent (2%), then each Fireman who has obtained the five percent (5%) Maximum of his Annual Salary Range but who has not obtained the two and one-half percent (2.5%) Maximum of his Annual Salary Range shall receive an increase in Base Salary of two and one-half percent (2.5%), plus the difference between the percent increase in annual salary granted to all other parish employees and five percent (5%), e.g., if all other Parish employees receive an annual raise totaling seven percent (7%), then a Fireman who has obtained the five percent (5%) Maximum of his Annual Salary Range but who has not obtained the two and one-half percent (2.5%) Maximum of his Annual Salary Range shall receive four and one-half percent (4.5%) increase in Base Salary (and in accordance with all applicable RULES). Each Fireman who has obtained the two and one-half percent (2.5%) Maximum of his Annual Salary Range shall not

**RULE V PAY PLAN (Continued):**

**Section 2 SALARY INCREASES (continued):**

be eligible for an increase in Base Salary, unless mandated by Louisiana law. The eligibility for any pay increase granted in the preceding sentence for years of continuous service shall be determined by using a Fireman's anniversary date of employment.

2.4 Subject to the availability of funds, the Director may, at his discretion, grant a Fireman an annual merit salary increase on the Fireman's anniversary date of employment.

**2.5 Promotion Increases**

An employee promoted within the Classified Civil Service System will be relocated to the pay grade to which he is promoted and the employee's Base Salary shall be increased by five percent (5%) for each pay grade. Example: In the event a firefighter (pay grade 35) is promoted to fire apparatus operator (pay grade 37), the employee shall receive a ten percent (10%) increase in Base Salary.

**Section 3 OVERTIME PROVISIONS:**

Based on the needs of the service, Fire Department employees may be required to work at any time when they would not normally be scheduled for duty. Whenever such work is required the employee shall be compensated for all such work by monetary payment as hereinafter set forth.

Overtime pay shall be computed to the nearest one-half (1/2) hour, and shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

Should unscheduled overtime be required, unscheduled overtime shall be assigned, by position, by the use of a rotation list kept by the Fire Department. Only those Fire Department employees indicating a desire to work unscheduled overtime, in advance, may have their name placed on such rotation list according to their seniority on their respective platoons.

Any Fire Department employee shall have the right to inspect the rotation list, and the Fire Department shall update the list as it progresses, and shall include an explanation why any employee is passed over.



**RULE V PAY PLAN (Continued):**

**Section 3 OVERTIME PROVISIONS (Continued):**

This record shall show the date of the call and the response of each Fire Department employee called. If an employee refuses an assignment of unscheduled overtime, that employee shall be passed over and will not receive the opportunity again until a complete cycle of the rotation list has been made.

Unscheduled overtime shall be rotated on a seniority basis (i.e., most senior employee to be called first and employee with least seniority to be called last). The only exceptions to unscheduled overtime being rotated by seniority shall be *bona fide* emergencies, as determined by the Director.

The scheduling of paid off-duty details shall follow the same procedures as the assignment of unscheduled overtime.

In the event the Fire Department cannot fill the unscheduled overtime needs on a voluntary basis, an inverse order of seniority shall be used (i.e., the least senior employee to be called first and the most senior employee to be called last). In such case of not being able to find volunteers, the unscheduled overtime shall be on a mandatory basis and shall be called from the seniority list of the Fire Department. All personnel can be called for unscheduled overtime in the event that the Fire Department cannot fill the unscheduled overtime needs and/or in the event of an emergency. In the event an employee is assigned to either voluntary or mandatory unscheduled overtime, and fails to timely report or is absent without leave, the Director may take disciplinary action against such employee, up to and including termination.

**3.1 Relieved Late**

Overtime pay shall be paid to an employee relieved at the scene of an incident for time spent at the scene beyond relieving time and an additional time spent in returning to the fire station. One-half (1/2) hour shall be devoted to personal clean-up, with an additional one-half (1/2) hour for filling out reports, if necessary.

**Section 4 STAND-BY AND CALL BACK PAY**

- 4.1 Certain employees may be required during non-working hours, to "stand-by" (i.e. be available for service) for extra duty, and, when placed on "stand-by" shall be compensated at a straight-time rate of one (1) hour's

**RULE V PAY PLAN (Continued):**

**Section 4 STAND-BY AND CALL BACK PAY (Continued):**

pay for each six (6) hours of assigned non-working stand-by time; in addition to any pay for work actually performed as a result of being called for extra duty. An employee who is on stand-by and who is called for extra duty and reports to work shall be guaranteed a minimum of two (2) hours pay, but any pay for work not actually performed shall not be credited for overtime compensation.

- 4.2 Within the context of this rule, the term "stand-by" shall mean the employee must be available for ready communication and duty assignment, but otherwise is reasonably free for personal pursuits.
- 4.3 **A landline telephone number is preferred** as the means of contact for ready communication and duty assignment; however, cell phone numbers are acceptable **provided that** they put the employee within **dependable ready communication with the Director or his designee. If an employee's contact telephone number is a cell phone, it is the responsibility of the employee to ensure** that the phone and system are working and that they can be reached by the Director or his designee. Beepers are **not** acceptable. Employees are required to maintain valid and current telephone contact numbers at all times.
- 4.4 If an employee on stand-by is unavailable for extra duty or fails to respond within thirty (30) minutes to a call for extra duty, the employee shall forfeit all stand-by pay for the stand-by period assigned and, may be subject to disciplinary action up to and including termination.
- 4.5 An employee who is placed on stand-by duty shall be notified in writing that he is being placed on stand-by duty and the notice shall include the specific stand-by period(s) required. "Stand-by" time is not "actual working" time, overtime or otherwise: it is not to be considered as working time in determining the point at which "overtime" shall start.
- 4.6 An employee who is not on stand-by duty, but is called back for extra duty ("**Call Back Duty**") shall be guaranteed a minimum of four (4) hours pay, but any pay for work not actually performed shall not be credited for overtime compensation. Time for Call Back Duty shall start upon notification thereof, provided the employee reports within one (1) hour after such notification

**RULE V PAY PLAN (Continued):**

**Section 5 HOLIDAYS**

The following days shall be observed as holidays:

New Years Day  
Mardi Gras  
Good Friday  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

In addition to the aforementioned holidays, any and all holidays which may be declared by the Parish President or the Parish Council shall be observed by such employees and under such conditions as might be specified in the declaration of such holiday.

Employees scheduled to work a firefighting tour of duty or other rotating schedule cannot, because of the necessity for continuous service, enjoy benefits as do other employees. To compensate for this, such personnel shall be paid twelve (12) hours of holiday pay at the rate of one (1) times their Base Salary for each holiday enumerated in this Ordinance.

**Section 6 TENURE AWARD**

In addition to the pay rates heretofore provided in this Ordinance, each employee in the classified service having two (2) or more years of continuous service shall be paid twenty-five dollars (\$25.00) for each full calendar year of such service ("**Tenure Award**"). For purposes of this computation, years of continuous service shall be computed as of December 31 of the year in which payment is to be made. This payment shall be termed a Tenure Award, shall be intended to encourage and recognize career service, and shall be payable to employees in a lump sum, annually, on December 1. No payment shall be made for any service of less than one (1) full year; except that, an employee (or their heirs) who dies or retires within the last calendar quarter of their final year of service shall be eligible for the Tenure Award that they otherwise would have received.

**RULE V PAY PLAN (Continued):**

**Section 6 TENURE AWARD (Continued):**

Regulations for administration of Tenure Award payments will be as follows: the Tenure Award information supplied by the Payroll Office must be checked by each department and/or district; the Director must certify the accuracy of the dates of employment and the amounts to be paid; certifications must be returned to the Payroll Office not later than November 15.

Employees regularly employed on a part-time basis shall be entitled to a prorated Tenure Award on a basis equivalent to their regular basis of employment; except that no one working less than half time and no persons paid on an hourly, daily, or project basis shall be entitled to Tenure Award. C.O.E. and similar school-project employment shall not count for tenure purposes.

Any employee who is separated from Parish service before December 1 by reason of resignation, dismissal or layoff is not eligible for the Tenure Award. If an employee retires within the last quarter of a year, he shall be entitled to receive Tenure Award just as if he had completed the full year. If an employee dies within the last quarter of a year, Tenure Award shall be made to his heirs in the amount that would have been paid to the employee had he completed the year. If an employee is laid off and re-employed in accord with these rules within thirty (30) calendar days of the effective date of the layoff, he shall be construed to have uninterrupted service.

If re-employment occurs more than thirty (30) days following the effective date of the layoff, the employee shall be given credit for service rendered prior and subsequent to layoff, but not for the interval of absence from duty.

Tenure Awards are payable on December 1; checks will be available for distribution to employees on that date, or the nearest working day prior thereto. Persons employed on or after January 6 are not eligible for a Tenure Award for the first year of their employment.

Any employee who is on suspension without pay or leave without pay, except Military Leave Without Pay, for an aggregate period of thirty (30) or more working days in any calendar year shall have deducted from their Tenure Award check for that year the amount of one full year's award of twenty-five dollars (\$25.00); except that this penalty period shall be

**RULE V PAY PLAN (Continued):**

**Section 6 TENURE AWARD (Continued):**

extended up to ninety (90) working days in cases resulting from on-the-job injuries. Any employee who is suspended without pay or carried on leave without pay, except Military Leave Without Pay, for an aggregate of sixty (60) working days or more in any one (1) calendar year shall permanently forfeit Tenure Award (\$25.00) eligibility for that year only. Employees who are separated to enter active duty with the Armed Forces of the United States and are re-employed under the provisions of USERRA shall, upon their re-employment, be credited for time served in the military and paid any back Tenure Award(s) previously forfeited because of military service on the same basis as they would have been paid had they remained continually employed on Military Leave Without Pay during their period of service.

**Section 7. BASIC RATE OF PAY FOR OVERTIME COMPUTATION**

**Repealed**

**Section 8. BASE SALARY FOR COMPUTATION OF PAY RAISES AND OVERTIME COMPENSATION**

Pay raises and overtime compensation for a Fireman shall be computed based on his Base Salary, as defined in RULE I, Section 2.

**Section 9. MILEAGE ALLOWANCE**

Employees required to use their personal vehicles for authorized Fire Department business or to attend training sessions shall be compensated at the rate established by the Jefferson Parish Council.

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**RULE VI RETIREMENT AND PENSION SYSTEM**

Section 1. The Parochial Employee's Retirement System of Louisiana and the Firefighters Retirement System as established in R.S. 33:2151 and any other retirement system already established, and the rights and benefits of employees provided thereunder, are hereby recognized.

Section 2. All Jefferson Parish employees who work at least twenty-eight (28) hours per week and are under sixty (60) years of age at time of employment can be members of the Parochial Employee's Retirement System of Louisiana, or employees who work at least thirty-five (35) hours per week and are under fifty (50) years of age at the time of employment can be members of the Firefighters Retirement System, as provided by L.S.A.-R:S. 33:2151-2165 and L.S.A.-R.S. 42:671 et seq.

The benefits offered under the Parochial system are rarely matched by retirement systems in the private sector.

Employee contributions to the system are based on nine point five-zero (9.50) percent of an employee's salary. The Parish contributes eight point five-zero (8.50) percent of the employee's salary.

EMPLOYEES HIRED BEFORE APRIL 26, 1986:

Jefferson Parish pays the employee's contribution to the retirement system.

EMPLOYEES HIRED AFTER APRIL 26, 1986:

These employees contribute nine point two-five (9.25) percent of their salary to the retirement system while the parish pays point two-five (.25) percent of their salary.

The following summary of plan provisions is for general informational purposes only and does not constitute a guarantee of benefits.

a.) Membership:

Membership is mandatory as a condition of employment beginning on date employed if the employee is on a permanent basis working at least twenty-eight (28) hours per week, not participating in another public funded retirement system, and under sixty (60) years of age at time employed.

**RULE VI RETIREMENT AND PENSION SYSTEM (Continued):**

**Section 2. (Continued)**

- b.) Contributions:

Nine point two-five (9.25) percent of gross earnings deducted from each payroll check for employee contributions.
  
- c.) Eligibility Requirements:
  - 1.) Regular Retirement:

With 30 years Creditable Service-Any Age With 25 years Creditable Service-Age 55 With 10 years Creditable Service-Age 60
  
  - 2.) Disability Retirement:

A member shall be eligible to retire and receive a disability benefit if member, (1) has at least five (5) years of creditable service; (2) is not eligible for normal retirement; and (3) suffers disability.
  
  - 3.) Vesting:

A member who withdraws from active employment, having at least ten(10) years creditable service, has earned vested rights, and may leave contributions on deposit for a deferred retirement benefit when eligibility requirements are met.
  
- d.) Retirement Computations:
  - 1.) Regular Retirement Benefit: three (3) percent for each year of creditable service determines the percentage to be multiplied by the final compensation. Final compensation, is determined by averaging the highest thirty-six (36) consecutive months of earnings. Benefits limited to 100% of final compensation.



**RULE VI            RETIREMENT AND PENSION SYSTEM (Continued):**

**Section 2. (Continued):**

2.) Disability Retirement Benefit:

A member shall be eligible to retire and receive a disability benefit with at least five (5) years creditable service, is not eligible for normal retirement and suffers disability. Benefits shall consist of an amount equal to three (3)

percent of the member's final compensation multiplied by years of creditable service, however, such number of years shall not be considered to be less than fifteen (15), OR the number of actual years plus additional years to age 60, whichever is the lesser, nor more than 100 percent of final compensation. There are no survivor benefits and the Medical Board certifies those eligible for disability.

e.)            Options for Regular Retirement:

1.) Maximum:

Retiree receives maximum benefit possible, with no provision for survivor's benefit other than refund of any remaining contributions upon death of retiree.

2.) Option # 2:

Retiree selects a reduced retirement benefit to provide for continuance of payment of that reduced benefit in full to beneficiary named at date of retirement.

3.) Option # 3:

Retiree selects reduced retirement benefit to provide for one-half payment of that reduced benefit to beneficiary named. at date of retirement.

**RULE VI RETIREMENT AND PENSION SYSTEM (Continued):**

**Section 2. (Continued):**

f.) Survivor Benefits:

Upon the death of any member with five or more years of creditable service not eligible for normal retirement, the following benefits shall be paid:

- 1.) Surviving unmarried spouse with minor children, an amount equal to sixty (60) percent of final compensation.
- 2.) Surviving unmarried spouse with no minor children, forty (40) percent final compensation payable upon attainment of age sixty (60) by spouse.
- 3.) Minor children - left with no parents - thirty (30) of final compensation for each child - not to exceed sixty (60) percent of final compensation.

g.) Annual and Sick Leave:

At the time of retirement, a member is paid, in accordance with Rule X, section 2.7 of this Ordinance, the full amount of annual leave accrued. Employees hired before April 26, 1986, will be paid for one-half of the accrued sick leave with the remaining sick leave converted to additional service credit. Employees hired after April 26, 1986, will be paid for each day of accrued sick leave up to a maximum of 40 days. The remaining sick leave will be converted to additional service credit.

h.) Hospitalization and Life Insurance:

When a member is eligible for a retirement benefit and retires, the Parish will pay for a life insurance policy on the retiree and a portion of the premium for hospitalization coverage. Jefferson Parish reserves the right to modify or cancel these benefits for all retirees at anytime.

**RULE VI            RETIREMENT AND PENSION SYSTEM (Continued):**

**Section 2. (Continued):**

i.) Refunds of Contributions:

Any member who withdraws from Parish service before becoming eligible for any type benefit, may receive a refund of \_ accumulated contributions by completing the request form in the department in which the member was employed. Any member who has withdrawn contributions and returns to Parish employment may, after eighteen (18) months current membership, apply applicable amount to the Parochial Retirement system to restore forfeited service.

**Section 3.**

The Employees Retirement System of Jefferson Parish, Louisiana, and all the rights and benefits of employees and their beneficiaries provided thereunder as set forth in Ordinance No. 11027 is hereby established and recognized, and by reference, is incorporated in and made a part of these Rules.

Employees hired before December 15, 1979, also belong to the Jefferson Parish Employees; Retirement System. This system provides its members with a surviving spouse and disability benefit.

**RULE VII**

**EXAMINATIONS**

**Section 1.**

**EXAMINATIONS**

**Section 2.**

**APPOINTMENT OF EXAMINERS**

**Section 3.**

**ADMISSION TO EXAMINATIONS**

**Section 4.**

**CONTINUOUS EXAMINATIONS**

**Section 5.**

**RESULTS OF EXAMINATIONS**

**Section 6.**

**ESTABLISHMENT OF PROMOTION LISTS AND  
EMPLOYMENT LISTS**

According to Fire Civil Service names are to be placed on promotional lists according to seniority, but in the event of equal seniority, test score shall be used. If employees cannot be separated by this means then in current rank seniority shall be used. Finally if the employees are equal than random drawing shall be used to break the tie.

**Section 7.**

**POSTPONEMENT AND CANCELLATION OF TESTS**

**Section 8.**

**REMOVAL OF NAMES FROM LISTS**

**Section 9.**

**NON-COMPETITIVE EXAMINATIONS**

**Section 10.**

**SENIORITY**

Seniority will be consistent with Civil Service under the provisions of LSA-R.S. 33:2531 et seq; (Fire and Police Civil Services Law for Small Municipalities and for Parishes and Fire Protection Districts).

**RULE VII**

**EXAMINATIONS (Continued):**

**Section 10.**

**SENIORITY (Continued):**

The Fire and Police Civil Service law for Small Municipalities and for Parishes and Fire Protection Districts, LSA-R.S. 33:2531 et seq., and the rights and benefits of employees provided thereunder, are hereby recognized, as controlling for the subject matter of Section 1 through 9, RULE VII.

If any of the above is in conflict with existing laws and/or LSA 33:2531 et seq, Act 282 of 1964, Title 33, Municipalities and Parish, Chapter 5, Part III, Fire and Police Civil Service Law for small Municipalities and for Parishes and Fire Protection Districts, then this section will become invalid.

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**RULE VII-A DRUG AND ALCOHOL TESTING PROGRAM**

**Section 1. DRUG TESTING**

In order to ensure a drug and alcohol free work place, for the East Bank Consolidated Special Service Fire Protection District ("**District**"), the Parish of Jefferson (the "**Parish**") shall require urine specimens from all prospective employees, and may require a breath sample from all prospective employees, in order to test for the presence of Prohibited Substances (defined below). The Parish shall also require urine specimens and/or breath samples from employees under those circumstances as set forth in this Rule, in order to test for the presence of Prohibited Substances ("**Drug and Alcohol Testing Program**").

The Department of Human Resource Management shall be responsible for the management of the Drug and Alcohol Testing Program, and shall be responsible for Parish compliance with this Rule, as well as applicable state and federal laws regarding drug testing programs.

The Department of Human Resource Management shall have the responsibility for adopting SAMHSA Guidelines (defined below) and any subsequent revisions/replacements of the SAMHSA Guidelines for the purpose of management of the Drug and Alcohol Testing Program.

**Section 1.1 Definitions**

As used in this Rule, the following words and phrases shall have the following meanings unless the context clearly requires otherwise:

1. "Accident" means an unforeseen and unplanned event or circumstance resulting in bodily injury that requires the attention of a physician or property damage at or above twenty-five dollars (\$25.00) when the employee's action or inaction may have caused or contributed to the cause of the accident.
2. "Adulterated specimen" means a urine specimen containing a substance that is not a normal constituent or containing any endogenous substance at a concentration that is not a normal physiological concentration
3. "Aliquot" means a portion of a specimen used for testing.
4. "CAP-FUDT Certified Laboratory" means a laboratory certified for forensic urine drug testing by the College of American Pathologists.
5. "Chain of Custody" means procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that a chain of custody form be used from the time of collection to receipt in the laboratory, and that upon

receipt by the laboratory, a laboratory chain of custody form account for the sample or sample aliquots within the laboratory. Chain of custody forms shall be developed in accordance with SAMHSA Guidelines regarding security and chain of custody.

6. "Collection Site" means a place designated by the Parish where individuals present themselves for the purpose of providing a urine specimen or breath sample to be analyzed for the presence of Prohibited Substances.
7. "Collection Site Person" means a person who instructs and assists individuals at a Collection Site and who receives and makes a preliminary observation of the urine specimen or breath sample provided by those individuals. A Collection Site Person shall have successfully completed training to carry out this function.
8. "Conditional Employment Agreement" means a written binding agreement entered into between the Parish and an employee as a condition of continued employment with Jefferson Parish under one (1) or more of the following circumstances: (a) upon re-employment with the Parish following a two year absence for violations of this Rule or the Jefferson Parish Substance Abuse Policy; (b) Self referral to a substance abuse program or self identification of a substance abuse problem by an employee who has never tested positive for Prohibited Substances while employed with the Parish, but acknowledges a drug and/or alcohol problem; (c) an employee's return to temporary duty pending the legal resolution or outcome of an employee arrest for the violation of any criminal drug or alcohol laws that occurs outside of the scope of the employee's Parish employment or workplace.
9. "Confirmatory Test" means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy.
10. "Controlled Substance" means:
  - (a) Those substances whose production, dissemination or use is controlled by regulation or statute listed below, and as these provisions may be amended from time to time:
    - (i) Any chemical or its immediate precursor classified in Schedules I through V under the Federal Controlled Substances Act, 21 U.S.C. 811 to 812.
    - (ii) Any controlled substance as defined in the Federal Drug Abuse Prevention and Control Law or the Federal Drug Enforcement Administration's Schedule of Controlled Substances;
    - (iii) Any controlled substance analogue as defined in the Federal Drug Abuse Prevention and Control Law or the



Federal Drug Enforcement Administration's Schedule of  
Controlled Substances;

- (iv) Any controlled dangerous substance as defined in  
the Louisiana Uniform Controlled Dangerous  
Substances Law; and

(b) Narcotics, depressants, stimulants, hallucinogens, and cannabis; this list is a non-exclusive illustrative example of the types of substances classified as controlled substances. Also, legal drugs which are obtained, distributed, used, or intended to be distributed or intended to be used illegally may be considered controlled substances.

11. "Drug" means a substance:
- (a) Defined as a controlled substance;
  - (b) Recognized as a pharmaceutical in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, official Formulary, or in any supplement to any of them;
  - (c) Intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or animals;
  - (d) Other than food or beverage, intended to affect the structure or any function of the body of humans or animals; or
  - (e) Intended for use as a component of anything listed above in this definition.
- This definition includes Controlled Substances, legally prescribed substances, and over-the-counter substances.
12. "Employee" means any person employed by the East Bank Consolidated Special Service Fire Protection District under the provisions of La. R.S. §§ 33:2531, et seq. or otherwise assigned to the East Bank Consolidated Special Service Fire Protection District.
13. "Federal DOT Regulations" means the Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing Programs as published in 49 C.F.R. part 40, and any handbooks, materials, or publications promulgated and distributed by DOT for Workplace Drug and Alcohol Testing Programs.
14. "Initial Test" or "Screening Test" means an immunoassay screen or equivalent to eliminate negative urine specimens from further consideration.
15. "Medical Review Officer" means a licensed physician responsible for receiving laboratory results generated by the Parish drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's

positive test result together with his medical history and any other relevant biomedical information.

16. "Medication" means any drug or pharmaceutical that the employee has legally obtained either over the counter, or by a valid prescription or order, from a practitioner, as provided in the Louisiana Uniform Controlled Dangerous Substances Law, and that is used or consumed by the person to whom it was legally prescribed in a manner consistent with such prescription or order, or in accordance with the recommended dosage.
  - (a) "Approved Medication" means those drugs or pharmaceuticals identified by the Department of Human Resource Management and/or included in the Substance Abuse Policy that do not have the potential to adversely affect the safe and efficient performance of the employees' duties while working or reporting to work.
  - (b) "Qualified Medication" means any drug or pharmaceutical: (i) identified by the Department of Human Resource Management and/or included in the Substance Abuse Policy, which has the potential to adversely affect the employee's ability to safely or efficiently perform his or her job duties; and (ii) that requires medical authorization, in accordance with the procedures set forth in the Substance Abuse Policy and/or sub-section 1.4 below.
17. "Monitor" means repeated drug and/or alcohol testing of an individual pursuant to a Conditional Employment Agreement.
18. "Parish Designated Physician" means a licensed physician (medical doctor or doctor of osteopathy) designated by the Parish to perform physical exams or medical evaluations of Parish employees to determine an employee's ability to perform the duties of Parish employment, or otherwise has appropriate medical training to interpret and evaluate an employee's medical history and any other relevant biomedical information to determine the employee's ability to perform the duties of Parish employment and who has knowledge of substance abuse disorders and is capable of reviewing laboratory results generated by the Parish Drug and Alcohol Testing Program.
19. "Prohibited Substance(s)" means:
  - (a) alcohol;
  - (b) marijuana, cocaine, opiates amphetamines, or phencyclidine;
  - (c) any Drugs or pharmaceuticals which cannot be legally obtained;
  - (d) any Drugs or pharmaceuticals which have not been legally obtained;

(e) any Drug or pharmaceutical which is legally obtained but is used or consumed for a purpose or in a manner other than that for which it is prescribed or intended, or that is used or consumed by a person other than the person for whom it has been prescribed.

20. "Safety or Security Sensitive Position" means a position of employment characterized by critical safety and/or security responsibilities and duties of such a nature that failure to properly perform those responsibilities and duties could compromise Parish, state or national security and/or endanger the health or safety of the employee, other employees or the public. When identifying "Safety or Security Sensitive Positions, the Parish shall examine the nature of the equipment, the nature of the material and the work of the employee, and consider the impact of these factors on the safety of employee, others and property; and, the security of the Parish, state and nation, the public, and confidential/security protected data and records.
21. "SAMHSA" means the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration.
22. "SAMHSA Certified Laboratory" means a laboratory certified for forensic urine drug testing by SAMHSA.
23. "SAMHSA Guidelines" means the SAMHSA Mandatory Guidelines for Federal Workplace Drug Testing Programs, as published in the Federal Register Volume 59, No. 110 on June 9, 1994, and any revised guidelines issued by the Department of Health and Human Services.
24. "Prospective Employee" means any person who has been certified for possible appointment, or who is otherwise being considered for appointment to the East Bank Consolidated Special Service Fire Protection District, and who has been offered employment in the East Bank Consolidated Special Service Fire Protection District contingent on passing the pre-employment physical examination including pre-employment drug test and when appropriate, pre-employment breath test.
25. "Specimen" or "Sample" means urine specimen for Drug testing, and breath specimen for alcohol testing.

## **Section 1.2      Applicability**

- A. This Rule shall apply to all testing of prospective employees of the East Bank Consolidated Special Service Fire Protection District for the presence of Prohibited Substances. This Rule shall also apply to

all testing of current employees, under those circumstances as set forth in this Rule, in order to test for the presence of Prohibited Substances.

- B. Nothing in this Rule shall preclude testing to detect an employee's use or consumption of, or working while under the influence of other Drugs, Controlled Substances and alcohol, when such testing is performed under conditions outlined in sub-section 1.3(B) and (C). A test result indicating an alcohol level of .04 grams or more per 100 milliliters of blood, or per 210 liters of breath shall result in dismissal under Rule XII of these Rules. The Director shall dismiss the employee - provided that such dismissal shall be taken in accordance with Rule XII of these Rules - upon notification of any of the following: (i) a confirmed positive result from a urinalysis or breath test; (ii) the refusal to participate in the Drug and Alcohol Testing Program; (iii) the submission of an adulterated Specimen; (iv) failure to provide an adequate Specimen in the allotted time (unsupported by valid medical explanation, and in accordance with SAMHSA Guidelines); or (v) a confirmed positive result in violation of a Conditional Employment Agreement.
- C. Alcohol and Drug testing and related requirements mandated by any preemptive Federal or State law, including but not limited to Federal DOT Regulations, as amended, shall be performed in accordance with such laws, in lieu of testing and related procedures specifically required under this section, provided, however that provisions of this Rule that are not inconsistent with, or preempted by, such laws and regulations shall apply.
- D. Any provision of this Rule held to be prohibited by Federal Law or of the laws of the state of Louisiana shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Rule.
- E. Any of the following shall result in a dismissal under Rule XII of these Rules: (i) a confirmed positive result from a urinalysis for Drugs; (ii) a post-accident, random, or reasonable suspicion alcohol test result indicating an alcohol level of .04 grams or more per 100 milliliters of blood, or per 210 liters of breath; (iii) the refusal to participate in the Drug and Alcohol Testing Program; (iv) submission of an adulterated Specimen; (v) failure to provide an adequate Specimen in the allotted time (unsupported by valid medical explanation, and in accordance with SAMHSA Guidelines); or (vi) violation of a Conditional Employment Agreement. The Director, upon notification of any of (i) through (vi) above shall dismiss the employee, provided that such dismissal shall be taken in accordance with Rule XII of these Rules.

### Section 1.3 Drug and Alcohol Testing

- A. Each offer of employment with the East Bank Consolidated Special Service Fire Protection District shall be conditioned upon the passing of a Drug test and, if required, an alcohol test, which shall be administered as part of the pre-employment physical examination, and which shall test for the presence of Prohibited Substances.

The Parish shall require a urine Specimen from all prospective employees, and shall test all Specimens for the presence of Prohibited Substances and may require a breath test.

The Parish shall not hire any applicant who fails a pre-employment test by testing positive for the presence of Prohibited Substances.

- B. As a condition of continued employment, the Parish shall require urine Specimen and/or a breath Sample from an employee, and shall test for the presence of Prohibited Substances:

1. if during the course and scope of his employment the employee is involved in an Accident;
2. under other circumstances which result in reasonable suspicion that Prohibited Substances are being used; or
3. as part of a monitoring program to assure compliance with the terms of a Conditional Employment Agreement.

- C. The Parish shall implement a program of random drug and alcohol testing of employees who occupy Safety or Security Sensitive Positions.

- D. Any of the following shall result in a dismissal under Rule XII of these Rules: (i) a confirmed positive result from a urinalysis for Drugs; (ii) a post-accident, random, or reasonable suspicion alcohol test result indicating an alcohol level of .04 grams or more per 100 milliliters of blood, or per 210 liters of breath; (iii) the refusal to participate in the Drug and Alcohol Testing Program; (iv) submission of an adulterated Specimen; (v) failure to provide an adequate Specimen in the allotted time (unsupported by valid medical explanation, and in accordance with SAMHSA Guidelines); or (vi) violation of a Conditional Employment Agreement. The Director, upon notification of any of (i) through (vi) above shall dismiss the employee, provided that such dismissal shall be taken in accordance with Rule XII of these Rules.

### Section 1.4 Medications

- A. An employee in a Safety or Security Sensitive Position is not permitted to report to duty: (i) with any detectable quantity of a Prohibited Substance in the employee's system; or (ii) while taking

any prescription medication that may adversely affect the employee's safe, productive or efficient work performance, unless and until all of the following conditions have been met:

1. The employee's physician must complete a Parish form certifying that the employee can satisfactorily and safely perform his job duties while taking a prescription medication ("**Employee Physician Certification**"). The employee shall provide the completed Employee Physician Certification to the Parish Physician;
2. The Parish Physician shall review the Employee Physician Certification, and upon concurrence shall provide written authorization ("**Prescription Medication Authorization**") to the Department of Human Resources and the Director that the employee may report to duty while taking a prescription medication. The Parish Physician shall provide the Prescription Medication Authorization to the Department of Human Resources and the Director before the employee is allowed to report to duty;
3. In the event an employee is authorized to report to duty and to work while taking a prescription medication, the employee shall be authorized to consume such medication only as directed on the prescription label instructions;

The Parish may require any employee to provide the original prescription container with the employee's name, physician's name and prescription number permanently affixed on the container label, or any other evidence of the prescription.

- B. An employee in a Safety or Security Sensitive Position is not permitted to report to duty while taking any over the counter medication that may adversely affect the employee's safe, productive or efficient work performance, unless and until all of the following conditions have been met:
1. The Parish Physician shall certify that the employee can satisfactorily and safely perform his job duties while taking an over the counter medication ("**Parish Physician Certification**").
  2. The Parish Physician shall provide written authorization ("**OTC Medication Authorization**") to the Department of Human Resources and the Director that the employee may report to duty while taking an over the counter medication. The Parish Physician shall provide the OTC Medication Authorization to the Department of Human Resources and the Director before the employee is allowed to report to duty;

3. In the event an employee is authorized to report to duty and to work while taking an over the counter medication, the employee shall be authorized to consume such medication only as directed on the label or medication instructions, or as directed by the employee's physician (the Parish may require written evidence of such directions from the employee's physician);
- C. An employee in a Safety or Security Sensitive Position is prohibited from reporting to duty while taking a prescription or over the counter medication without complying with the procedural requirements set forth in 1.4(A) (1-3) and/or 1.4(B) (1-3), of this Rule, notwithstanding that the medication is being taken or used in a manner consistent with a valid prescription or in accordance with the recommended dosage.
- D. If an employee in a Safety or Security Sensitive Position reports to duty with any detectable quantity of a Prohibited Substance in the employee's system, or while taking any prescription medication or over the counter medication that may adversely affect the employee's safe, productive or efficient work performance, and fails to obtain medical authorization from the Parish Physician, as specified in this sub-section 1.4, he shall be subject to disciplinary action, up to and including termination.

**Section 1.5 Use of certified laboratories for Drug testing of Specimens collected**

All Drug testing shall be performed in SAMHSA-certified or CAP-FUDT-certified laboratories.

Drug testing as provided in this Rule shall be performed in compliance with the SAMHSA Guidelines where applicable. The cutoff limits for Drug testing shall be in accordance with SAMHSA Guidelines, where applicable.

The cutoff limits for testing of Drugs not tested for under SAMHSA shall be in accordance with those generally accepted and recognized standards as set forth by SAMHSA-certified or certified laboratories.

**Section 1.6 Collection of urine specimens**

All urine Specimens for Drug testing shall be collected, stored, and transported in compliance with the SAMHSA Guidelines, and shall be collected with regard to privacy of the individual.

Direct observation of the individual during collection of the urine Specimen may be allowed under any of the following conditions:

1. There is reason to believe that the individual may alter or substitute the Specimen to be provided;
2. The individual has provided a urine Specimen that falls outside the acceptable temperature range as listed in the SAMHSA Guidelines;

3. The last urine Specimen provided by the individual was verified by the Medical Review Officer as being adulterated based upon the determinations of the laboratory;
4. The Collection Site Person observes conduct indicating an attempt to substitute or adulterate the Specimen;
5. The individual has previously been determined to have a urine Specimen positive for one or more Prohibited Substances the testing for which is covered by this Rule, and the individual is being tested for the purpose of follow-up testing upon or after return to service; or
6. The testing is post-accident or reasonable suspicion/cause testing.

A designated employee of the Department of Human Resource Management shall review and concur in advance with any decision by a Collection Site Person to obtain a Specimen under direct observation. All direct observation shall be conducted by a same gender Collection Site Person.

Every Collection Site Person shall be responsible for sanitary collection of urine Specimens while maintaining privacy, security, and the Chain of Custody. Every Collection Site Person shall be responsible for the proper disposal of biohazardous waste and dispose of all biohazardous waste in accordance with proper safety procedures.

All Samples and/or Specimens collected for Drug testing shall be packaged, sealed, labeled, and transported with the proper Chain of Custody procedures for analysis to a SAMHSA-certified or CAP-FUDT-certified laboratory in strict compliance with SAMHSA Guidelines.

**Section 1.7 Initial Test and Confirmatory Test required**

Drug testing shall, at least, consist of an initial test as provided in the SAMHSA Guidelines. All Specimens identified as positive on the initial test shall be confirmed using a confirmatory test as provided in the SAMHSA Guidelines.

**Section 1.8 Review of drug testing results; Medical Review Officer**

The Parish shall employ a Medical Review Officer whose qualifications and responsibilities shall be as provided in the SAMHSA Guidelines.

All results of Drug testing shall be reported directly from the laboratory to the Parish Medical Review Officer as provided in this Rule.

The Parish Medical Review Officer shall review all confirmed positive test results and shall report such results to the Department of Human Resource Management in compliance with the SAMHSA Guidelines.

Negative results need not be reviewed by the Parish Medical Review Officer, but shall be reported to the Department of Human Resource Management.



Adulterated Specimens shall be reported as such to the Parish Medical Review Officer with clarification as to the specific nature of the adulteration. The Parish Medical Review Officer shall contact the individual who submitted the Specimen as required in the SAMHSA Guidelines before making a final decision to verify a positive test result or report an adulteration.

**Section 1.9 Refusal or failure to participate; adulteration of specimen**

Any prospective employee or current employee who refuses or fails to participate in the pre-employment testing procedure for Prohibited Substances under sub-section 1.3 (A) at the prescribed time and place, shall be considered to have failed the test.

Any prospective or current employee found to have submitted an adulterated Specimen as verified by the Parish Medical Review Officer shall be considered to have failed the Drug test.

Any employee who refuses to participate in the post employment alcohol or Drug testing procedures provided for under sub-section 1.3 (B) - (C) at the prescribed time and place, shall be considered to have failed the test.

Any employee, who fails to provide an adequate Specimen in the allotted time (unsupported by valid medical explanation and in accordance with SAMHSA Guidelines), shall be considered to have failed the test.

**Section 1.10 Reporting results to Superintendent of Fire; removal of names from certifications and eligible lists; disqualification for future employment eligibility**

- A. The Director shall be notified of all of the following: (i) a confirmed positive result from a urinalysis for Drugs; (ii) a post-accident, random, or reasonable suspicion alcohol test result indicating an alcohol level of .04 grams or more per 100 milliliters of blood, or per 210 liters of breath; (iii) a refusal to participate in the Drug and Alcohol Testing Program; (iv) a submission of an adulterated Specimen; (v) a failure to provide an adequate Specimen in the allotted time (unsupported by valid medical explanation, and in accordance with SAMHSA guidelines); or (vi) a violation of a Conditional Employment Agreement when any of the above involves either prospective employees or current employees. Test results and submissions of adulterated Specimens shall be reported via a copy of the Medical Review Officer's report.
- B. The Director shall cause the eligible employee's name to be removed from all current certifications and from all employment lists upon receipt of any of the following: (i) a confirmed positive result from a urinalysis for Drugs; (ii) a post-accident, random, or reasonable suspicion alcohol test result indicating an alcohol level

of .04 grams or more per 100 milliliters of blood, or per 210 liters of breath; (iii) a refusal to participate in the Drug and Alcohol Testing Program; (iv) a submission of an adulterated Specimen; (v) a failure to provide an adequate Specimen in the allotted time (unsupported by valid medical explanation, and in accordance with SAMHSA guidelines); or (vi) a violation of a Conditional Employment Agreement.

An eligible who refuses or fails to participate in the drug and/or alcohol testing procedures provided for under sub-section 1.3(A)-(C), at the prescribed time and place, shall be removed from all current certifications and from all employment lists, if satisfactory evidence of inability to participate is not provided as justification of such refusal or failure.

- C. Subject to the provisions of the Americans with Disabilities Act, persons dismissed or removed from employment lists in the East Bank Consolidated Special Service Fire Protection District under this Rule shall be ineligible for Parish employment for at least two (2) years. The Director shall reject any application for employment submitted during the two (2) year period following dismissal or removal from the employment list(s).

#### **Section 1.11 Resignations**

- A. When an employee becomes subject to dismissal as provided for under sub-section 1.2(E) or 1.3(D), and before such provisions are effected, the employee resigns his position, such resignation shall be treated as a dismissal for purposes of sub-section 1.10.
- B. The resignation shall be immediately reported to the Director on the form prescribed for such purpose, which form shall be accompanied or supplemented by an explanation of the specific circumstances surrounding the resignation, and notification of confirmed positive test result, refusal to participate in a scheduled Drug or alcohol test, or submission of adulterated Specimens by the employee. Test results and submissions of adulterated Specimens shall be reported via a copy of the Medical Review Officer's or Breath Alcohol Technician's report.

#### **Section 1.12 Rights of the prospective employee and regular employee**

- A. Prospective employees and regular employees who are adversely affected under this Rule shall have the right of appeal to the Fire Civil Service Board as provided elsewhere in these Rules.
- B. Any prospective employee or regular employee, confirmed positive, upon his written request, shall have the right of access, within seven (7) working days, to records relating to his Drug and/or alcohol test and any records relating to the results of any relevant certification, review, or suspension/revocation-of-certification proceedings.

- C. The Parish may, but shall not be required to, afford an employee the opportunity to undergo rehabilitation without termination of employment when the employee voluntarily seeks treatment/rehabilitation assistance, provided that such assistance is independently sought prior to the employee becoming subject to testing under sub-section 1.3 (B) and (C) (i.e. post accident, reasonable suspicion, random, or testing to monitor compliance with a Conditional Employment Agreement).

### **Section 1.13 Responsibilities of the Parish**

- A. The Department of Human Resource Management shall develop and promulgate to the Director and employees of the East Bank Consolidated Special Service Fire Protection District, a written Substance Abuse Policy that shall comply with the provisions of this Rule. No oral modification of the terms of the written policy shall be valid. Upon approval by Parish Council Resolution, the Substance Abuse Policy shall have the full effect of this Ordinance.
- B. As provided by La. R.S. §§ 49:1001 *et seq.*, all information, interviews, reports, statements, memoranda, or test results received by the Parish through its Drug and Alcohol Testing Program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in an administrative or disciplinary proceeding or hearing, or civil litigation where Drug use by the tested individual is relevant.
- C. Parish Appointing Authorities and other employees involved in the administration of the Parish Drug and Alcohol Testing Program shall maintain and use Drug and alcohol testing results with the highest regard to the individual's privacy.
- D. An individual's Drug and alcohol test results received by the Director shall be treated as confidential records, and shall be released only to the individual or his legally authorized representative, except as provided in subsection 1.13(B) above.

### **Section 1.14 Defense of Appeals**

The Department of Human Resource Management shall be a party to all appeals arising from the Parish Drug and Alcohol Testing Program; and, shall be responsible for defense of all appeals arising from the administration of the Parish Drug and Alcohol Testing Program, and the results thereof, as opposed to their application.

**RULE VIII VACANCIES, CERTIFICATION, APPOINTMENT**

**Section 1. FILLING VACANCIES**

**Section 2. REQUEST FOR CERTIFICATION**

**Section 3. CERTIFICATION OF ELIGIBLES**

**Section 4. REINSTATEMENT AND RE-EMPLOYMENT**

**Section 5. CONDITIONAL AND TEMPORARY APPOINTMENTS**

**Section 6. FILLING OF VACANCIES**

In the event of a vacancy due to the promotion, transfer, demotion, retirement or demise of an employee subsequent promotions will be made within thirty (30) days of a vacancy.

"If any of the above is in conflict with existing laws and/or LSA 33:2531 et seq, Act 2.82 of 1964. Title 33, Municipalities and Parish, Chapter 5, Part III, Fire and Police Civil Service Law for small Municipalities and for Parishes and Fire Protection Districts, then this section will become invalid".

New personnel will be hired in accordance with LSA 33:2547.

**Section 7. TRANSFERS**

In the event of a job opening due to the promotion, transfer, demotion, retirement or demise of an employee, which should be filled, an employee of equal rank may bid for that position. Such transfer shall be made in accordance with the following provisions:

**RULE VIII**

**VACANCIES, CERTIFICATION, APPOINTMENT (Continued):**

**Section 7.**

**TRANSFERS(Continued):**

All transfers will be submitted to the Superintendent of Fire, through the Chain of Command, before taking effect. All positions, to be filled by such lateral transfer shall be announced by bulletin which shall be posted in all work locations for a period of at least fourteen (14) days. Such positions shall be considered open for written bid during this fourteen(14) day period.

In the event more than one (1) employee submits a written bid for the position, the position shall be filled by the bidding employee with the greatest seniority.

If the employees are of equal seniority, the employee with the greatest in rank seniority shall fill that position.

For the positions above Firefighter, this section will be in effect only once. For Firefighter, this section can be used for more than once.

If any member receives a transfer, they must remain in that position for no less than twelve (12) months, unless promoted during that period.

Transfers will be allowed by mutual agreement, with the authorization of the all Assistant Chiefs being affected, with the exception of the following:

- a. Transfers by swapping of positions or-mutual agreement, within a six (6) month period, caused by retirement or promotion, will not be allowed; and
- b. Transfers by swapping of positions or mutual agreement, because of sickness, will not be allowed.

A transfer may be made by the decision of the Department for the purpose of operational necessity. Transfers shall not be discriminatory. If a transfer is made for reasons other than seniority, the Union shall be notified and given an opportunity to discuss the transfer.

**ROLE VIII**

**VACANCIES, CERTIFICATION, APPOINTMENT (Continued):**

**Section 7.**

**TRANSFERS (Continued):**

The Fire and Police Civil Service Law for Small Municipalities and for Parishes and Fire Protection Districts, LSA-R.S. 33:2531 et seq., and the rights and benefits of employees provided thereunder, are hereby recognized, as controlling for the subject matter of Section 1 through 5, RULE VIII.

If any of the above is in conflict with existing laws and/or LSA 33:2531 et seq, Act 282 of 1964, Title 33, Municipalities and Parish, Chapter 5, Part III, Fire and Police Civil Service Law for small Municipalities and for Parishes and Fire Protection Districts, then this section will become invalid.

**RULE IX**

**WORKING TESTS**

**Section 1.**

**EMPLOYEES TO SERVE WORKING TESTS**

**Section 2.**

**INTERRUPTION OF WORKING TESTS**

The Fire and Police Civil Service Law for Small Municipalities and for Parishes and Fire Protection Districts, LSA-R.S. 33:2531 et seq., and the rights and benefits of employees provided thereunder, are hereby recognized, as controlling for the subject matter of Section 1 and 2, RULE IX.