

# RULES OF THE JEFFERSON PARISH FIRE CIVIL SERVICE BOARD

## PREAMBLE

These rules are adopted pursuant to LSA R.S. 33:2531 et seq. entitled Fire and Police Civil Service Law for Small Municipalities and for Parishes and Fire Protection Districts (hereinafter referred to Fire Civil Service Law)

## RULE I

### MEETING OF THE BOARD

#### **Section 1: Regular Meetings**

The Fire Civil Service Board (hereinafter called "the Board") shall hold one regular meeting within each quarter by period of the calendar year. The Board shall give written public notice of their regular meetings not less than 14 days before the date fixed for such meeting, unless otherwise provided by law. Such notice shall include the dates, times and places of such meetings.

#### **Section 2: Special Meetings**

Special meetings shall be held on the call of the chairman of the Fire Civil Service Board or upon the call of two thirds (2/3) of the members of the Board.

#### **Section 3: Notice and Agenda**

##### A. Time of Notice

Notice of special meetings and the agenda for all meetings shall be given by posting such notice, not less than five (5) days before the date fixed for such meeting, unless otherwise provided by law. The agenda shall be contained with the notice of all hearings and appeals.

##### B. Notice Requirements

Notice for hearings or appeals shall include:

- (1) a statement of the time, place and nature of the hearing or appeal;
- (2) a statement of the legal authority and jurisdiction under which the hearing or appeal is to be held;
- (3) a reference to the particular sections of the statutes and rules involved; and
- (4) a short and plain statement of the matters asserted.

##### C. Posting Requirements

Notice shall be posted on bulletin boards in the Fire Civil Service office, in fire

stations, administrative offices of the Eastbank Consolidated Special Service Fire Protection District and served upon the Superintendent of Fire.

- D. Notice Requirements for Emergency Meetings  
 Notice of emergency meetings shall be called by posting such notice at the Jefferson Parish Eastbank Council Chambers and served upon the Superintendent of Fire twenty-four (24) hours prior to the meeting or as otherwise provided by law.

**Section 4: Open Meetings**

All Board meetings shall be open to the public, except when the Board meets in executive session as otherwise provided by law.

**Section 5: Notification to Board Members and Superintendent of Fire**

All Board members and the Superintendent of Fire shall be notified of meetings in writing within the time periods provided herein for notice or to any party requesting such notification in writing and approved by the Board. Such notice shall not be less than the notice period provided by law.

**Section 6: Quorum**

Two members of the Board must be present to constitute a quorum concurring votes of two members are necessary for decisions of all matters before the Board.

**RULE II**

**SUBJECT MATTER OF MEETINGS**

**Section 1: Subject**

At regular and special meetings of the Board, the Board shall consider only those items of business for which the meeting was called, except that upon approval of 2/3 of the members of the Board, the Board may take up a matter not on the agenda.

**RULE III**

**ORDER OF BUSINESS**

**Section 1: Order**

At regular and special meetings the order of business shall be;

- (1) reading of the minutes;

- (2) special and general reports;
- (3) decisions and orders on matters considered at previous hearings and meetings; and
- (4) new business, and if a special meeting hearing of matters previously fixed for the special meeting.

#### **RULE IV**

##### **EXECUTIVE SESSIONS**

**Section 1: Executive Sessions**

The Board may, if required, meet in executive session during regular or special meetings, upon approval of 2/3 of the members of the Board and when considering those matters which may be discussed in executive session as provided by law.

#### **RULE V**

##### **APPEALS AND HEARINGS**

**Section 1: Definitions**

**Appeal:** Any application to the Board by a regular employee pursuant to LSA R.S. 33:2561 on matters involving discharge, corrective or disciplinary action.

**Hearing:** Any other application to the Board by anyone authorized by law on matters within the Board's jurisdiction pursuant to LSA R.S. 33:2537 or other provisions of law.

**Section 2: Applications**

- A. Appeals  
An application for an appeal shall be made only by a regular employee in the classified service and shall be limited to matters involving discharge, corrective or disciplinary action without just cause, and the application shall so state same.
- B. Hearings  
Any person authorized to request a hearing by the Board under the provisions of the Fire Civil Service Law may apply for such hearing.
- C. Time  
An application for appeal shall be filed

within fifteen (15) days following the action complained of, or where written notice is given of an action to be thereafter effective, within the 15 days following the date on which such written notice is given. An application for hearing shall be filed within the time provided by law.

D. Form

(1) All applications for appeal or hearing shall be in writing and shall provide a clear and concise statement of the action complained of, the basis of the appeal or hearing, and the relief sought. **To the extent possible,** all applications shall set forth the section of the Fire Civil Service Law, Jefferson Parish Ordinance, or Rules of the Board under which the application is brought and shall contain a statement of jurisdiction of the Board.

(2) All applications for appeals and other hearings shall be signed by the applicant or his counsel, if any, and shall give the full name and post office address of the applicant and of his counsel. The written application shall be filed with the chairman of the Board or the Board official so designated to receive such applications and a copy of the application shall be served upon the Superintendent of Fire.

E. Timely Filing of Papers

All papers to be filed with the Board shall be filed with the persons listed above

**Section 1: Representation**

Parties shall have the right, but shall not be required, to be represented by another **person**. When any party is represented by more than one attorney, only one attorney for any party shall be permitted to examine the same witness, **except as otherwise permitted by Board**.

**Section 2: Evidence, Weight and Objections**

A. Admission and Introduction of Evidence

The Board may admit and give probative effect to evidence which possesses probative value commonly accepted by reasonably

prudent men in the conduct of their affairs. It shall give effect to the rules of privilege recognized by law. The Board may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence. Objections to evidentiary offers may be made and shall be noted in the record. Subject to these requirements, when a hearing or appeal will be expedited and the interests of the parties will not be prejudiced substantially, and part of the evidence may be received in written form. **However in no case will an issue of fact central to the determination of cause for discharge or corrective or disciplinary action, or the defense thereof be decided solely on the basis of written evidence or other hearsay evidence.**

- B. Incorporation  
All evidence, including records and documents shall be offered and made a part of the record, and all such documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference. In case of incorporation by reference, the materials so incorporated shall be available for examination by the parties before being received in evidence.
- C. Judicial Notice  
Notice may be taken of judicially cognizable facts. In addition, notice may be taken of generally recognized technical or scientific facts within the Board's specialized knowledge. Parties shall be notified either before or during the hearing, or by reference in preliminary reports or otherwise, of the material noticed, and they shall be afforded an opportunity to contest the material so noticed.

### **Section 3: Cross-Examination**

- A. Examination of Witnesses and Subpoenas  
Parties and witnesses shall be subject to cross-examination as in civil trials. The Board looks with favor upon stipulations of undisputed facts.
- B. Power of the Board  
The Board shall have the power to administer oaths and affirmations, regulate the course of the hearings, set the time and place for continued hearings, fix the time for filing of briefs and other documents, and direct

the parties to appear and confer to consider the simplification of the issues.

C. Sequestration of Witnesses

On its own motion the Board may, and on request of a party the Board shall, order that the witnesses be excluded from the courtroom or from a place where they can see or hear the proceedings, and refrain from discussing the facts of the case with anyone other than counsel in the case. In the interests of justice, the Board may exempt any witness from its order of exclusion. However, this Section does not authorize exclusion of:

- (1) A party who is a natural person;
- (2) A single officer or single employee of a party which is not a natural person designated as its representative or case agent by its attorney; or
- (3) A person whose presence is shown by a party to be essential to the presentation of his cause such as an expert.

D. Subpoenas

Any member of the Board shall have power to sign and issue subpoenas in the name of the Board requiring attendance and giving of testimony by witnesses and the production of books, papers, and other documentary evidence. Whenever any person summoned under this Section neglects or refuses to obey such summons, or to produce books, papers, records, or other data, or to give testimony, as required, the Board may apply to the judge of the district court for the district within which the person so summoned resided or is found, for an attachment against him as for a contempt. It shall be the duty of the judge to hear the application, and, if satisfactory proof is made, to issue an attachment, directed to some proper officer, for the arrest of such person, and upon his being brought before him, to proceed to a hearing of the case; and upon such hearing, the judge shall have power to make such order as he shall deem proper, not inconsistent with the law for the punishment of contempt, to enforce obedience to the requirements of the summons

and to punish such person for his default or disobedience.

E. Requests for Subpoenas

Any party desiring the issuance of a subpoena for the appearance of a witness or a subpoena duces tecum for the production of materials shall make such request in writing as far in advance as practical and it shall be served by the Board chairman or his designee. All requests for subpoenas or subpoena duces tecum shall be made part of the record immediately upon filing and shall be available for inspection by any interested party.

F. Depositions

The Board or any party to a proceeding before it may take the depositions of witnesses, within or without the state, in the same manner as provided by law for the taking of depositions in civil actions in courts of record. Depositions so taken shall be admissible in any proceeding affected by these rules. The admissions of such depositions may be objected to at the time of hearing and may be received in evidence or excluded from the evidence by the Board in accordance with these rules.

G. Minutes/Transcript

(1)a) The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact and shall keep records of its examinations and other official action all of which shall be filed immediately in the office of the Board and shall be public record unless otherwise provided by the Board. All testimony, objections thereto, and rulings thereon shall be taken down by a recorder for that purpose. It shall be the duty of the secretary to keep the said minutes and a true and correct record of all proceedings had at such meetings, both regular and special of said Board, in a book or books to be kept specially for that purpose. Certified copies of the minutes of all such proceedings shall be furnished the Superintendent of Fire

or to any party requesting copies of minutes in writing and approved by the Board.

- b) Certified copies of the minutes shall also be sent to any person making a standing request for such copies; such requests shall be made to the Board in writing and shall contain the name of the requesting party and the address to which the copies are to be mailed.
- (2) If any party to the hearing desires a permanent transcript of the hearing, the party shall request transcript copy for said purpose at their own expense. Any party or the Board may request that a hearing or appeal be transcribed by a court reporter. When a court reporter is furnished, the first copy of the original of the transcript shall be filed with the Board and shall become part of the permanent record of any subsequent appeal.

## **RULE VII**

### **DISMISSAL OF APPEALS OR HEARINGS**

#### **Section 1:**

##### Dismissal

If the applicant fails to appear at the place and time fixed for any hearing or appeal, application may be dismissed or the Board may, in its discretion, continue the case or proceed with the hearing or appeal and render its decision upon such evidence as may be adduced at the hearing or appeal.

## **RULE VIII**

### **DECISIONS AND ORDERS**

#### **Section 1:**

##### **Decisions**

The concurring vote of a majority of the Board shall be necessary to reverse any order, requirement, decision, or determination of the Superintendent of Fire or the appointing authority, or to decide in favor of the applicant on any matter upon which the Board is required **or permitted** to consider under the Fire Civil Service Law.

**Section 2: Order**

A final decision of any proceeding shall be in writing or stated in the record. A final decision shall include findings of fact and conclusions of law. Findings of fact, if set forth in statutory language, shall be accompanied by a concise and explicit statement of the underlying facts supporting the findings. The Board when requested to do so by a party shall give in writing its findings of fact and reasons for decisions, provided the request is made not later than ten (10) days after the proceedings. Parties shall be notified either personally or by mail of any decision or order. Upon request, a copy of the decision or order shall be delivered or mailed forthwith to each party and to his attorney of records.

**RULE IX****APPLICATION FOR ADMISSION TO TEST****Section 1: Testing**

Test for entry upon promotional and competitive employment list shall be advertised for and administered in accordance with LSA R.S. 33:2552 of the Fire Civil Service Law. Test for entrance upon promotional employment list may be given after existing list is twelve (12) months old and not yet expired and shall be given at least one time during each successive period of eighteen months.

**Section 2: Applications**

All applications for admission to tests on Board approved forms, will be received by those individuals designated by the Board at any time before final date for receiving applications. All approved applicants will be notified at least five (5) days in advance of the date fixed for the exam. Individuals designated to receive applications will forward such applications to the Board secretary and shall be kept as a permanent record of the Board in accordance with the Fire Civil Service Law.

**Section 3: Employment Lists**

Promotional and competitive employment lists shall be maintained by the Board for eighteen (18) months.

**Section 4: Applicable Law**

Admission to tests shall be governed by provisions of LSA R.S. 33:2553 of the Fire Civil Service Law.

**Section 5: Approval of Lists**  
When results of any examination are furnished to the Board by the State Examiner, the chairman shall forthwith call the Board for a special meeting for approval thereof. Employment lists shall become effective upon approval of and by a majority of the Board and filing of the same by the Board with the State Examiner.

## **RULE X**

### **BOARD RULES**

**Section 1: Adoption of Rules**  
The Board shall adopt rules of practice setting forth the nature and requirements of all formal and informal procedures available.

**Section 2: Distribution of Copies**  
One copy of the Board rules shall be distributed to each Board member, governing authority, Superintendent of Fire, and fire station bulletin boards.

**Section 3: Substitute, Alternative or Modified Proposal**  
Notice of the original rule on the docket of the Board in accordance with this Section shall also constitute notice of any substitute, alternative or modified amendment, supplement or change that may be recommended or adopted by the Board following the public hearing, if the said substitute, alternative or modified proposal is within reasonable limits of the purpose or subject matter of the original proposal, all as provided for R.S. 33:2538.

**Section 4: Inspection**  
The Board shall make available for public inspection all rules and all other written statements of policy or interpretations formulated, adopted, or used by the **Board** in the discharge of its functions.

**Section 5: Copy to Parties**  
A copy of the Board rules shall be given upon request to an appellant or his counsel prior to a hearing.

**Section 6: Effective Date**  
Board rules are effective upon approval of the Board unless otherwise specified or required by law.

**RULE XI****EX PARTE CONSULTATIONS AND RECUSATIONS****Section 1: Ex Parte Consultations**

Unless required for the disposition of ex parte matters authorized by law, members of the Board assigned to render a decision or to make findings of fact and conclusions of law in an appeal noticed and docketed shall not communicate, directly or indirectly, in connection with any issue of fact or law, with any party or his representative, or with any officer, employee, or agent engaged in the performance of investigative, prosecuting, or advocating functions, except upon notice and opportunity for all parties to participate.

**Section 2: Recusations**

A Board member shall withdraw from any appeal or hearing in which he cannot accord a fair and impartial consideration. Any party may request the disqualification of a Board member, on the ground of his inability to give fair and impartial consideration, by filing an affidavit, promptly upon discovery of the alleged disqualification, stating with particularity the grounds upon which it is claimed that a fair and impartial hearing cannot be accorded. The issue shall be determined promptly by the remaining members of the Board, if a quorum. Upon the entry of an order of disqualification affecting a member of the Board the remaining members of the Board shall conduct the hearing or appeal.

**RULE XII****HOURS OF WORK AND LEAVES OF ABSENCE****Section 1: Hours of Work**

Class A: The work week for full-time Class A employees in the classified service shall consist of thirty-five (35) regularly scheduled working hours per week, exclusive of "lunch" periods.

Class B: The work week for full-time Class B employees in the classified service shall consist of forty (40) regularly scheduled working hours per week, exclusive of "lunch" periods.

Class C: The work week for full-time Class C employees in the classified service, for purposes of determining overtime and

hourly rate only, shall consist of fifty-two (52) working hours. The actual work week of said employees shall be in accordance with the scheduled work of a firefighting tour of duty as provided in Section 1.1.

1.1 Employees scheduled to work a firefighting tour of duty cannot, because of the necessity for continuous service, enjoy holiday benefits as do other employees. To compensate for this, such personnel shall be paid holiday pay at the rate of one times the usual salary (in effect, double-time) for each holiday enumerated in Section 12, Rule IX of this Rule and/or each holiday declared by the Parish President and/or the Parish Council under the provisions of Section 11, Rule IX of this Rule; such holiday payment to be made to the employee whether or not the mandatory holiday falls on the employees's regularly scheduled work day. Thus, firefighting personnel shall enjoy the equivalent of mandatory holidays guaranteed to all other employees.

1.2 **Illustrated Work Month**

JULY						
SUNDAY	MONDAY	TUESDAY	WED .	THURS .	FRIDAY	SAT .
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- NOTE:**
- (1) days circled indicate days on which 24-hour tour is begun;
  - (2) days slashed indicate days on which 24-hour tour is ended;
  - (3) combination of circle followed by slash indicates assumed two 12- hour work days;
  - (4) a 24-hour tour of duty begins at 7 a.m. on one day

and ends at 7 a.m. the following day; therefore, two calendar days are involved. For ease of administration, it shall be assumed that each of these days is a 12-hour work day;

(5) days neither circled nor slashed are off days.

Using the working month illustrated above:

1. Assume that employee took vacation the first two weeks of month (1st through 14th inclusive). Employee would be charted 10 annual leave days for this period since there are five 24-hour or ten 12-hour working days during these two weeks. He would be paid twelve (12) hours pay for July 4 to compensate him for the holiday.
2. Assume that employee is absent from duty because of illness on July 16, 17, 18 and 19. He would be charged four (4) days sick leave for these days because there are two 24-hour (or four 12-hour) work days in this period.
3. Assume that employee was absent from duty for the entire month of July, on annual or sick leave, returning to work on August 2. He would be charged 22 days of the applicable leave (21 for the month of July; one for August). He would receive twelve (12) additional hours pay for July 4 to compensate him for the holiday.
4. Assume that employee did not report to work as scheduled on July 3, and failed to appear for duty until the scheduled working time on July 5 (the final decision being to carry him on leave without pay for the absent period). He would have deducted from his gross pay an amount equal to 12 x his hourly rate of pay (the equivalent of two 12-hour work days less one 12-hour holiday).
5. Assume that employee became ill and had to leave work at 7:00 p.m. on July 5, returning to work at 7:00 a.m. on July 7. He would have been absent on sick leave for 12 hours (7:00 p.m. to 7:00 a.m.), or the equivalent of one work day, and would thus be charged with one day (12 hours) of sick leave. He would be paid 12 x his hourly rate for the holiday.
6. Assume that employee began work at 7:00 a.m. on July 3 and worked to 7:00 a.m. on July 4; under Section 1, Par. 1.2, Rule IX, he would be paid his regular pay plus an additional twelve (12) hours pay for July 4, to compensate him for the mandatory July 4 holiday.

7. Assume that an employee on a shift other than that illustrated began work at 7:00 a.m. on July 4 and worked to 7:00 a.m. on July 5; under Section 1, Par. 1.2, Rule IX, he would be paid his regular pay plus an additional twelve (12) hours pay to compensate him for the mandatory July 4 holiday.
8. Assume that an employee on a shift other than that illustrated was not scheduled to work on either July 3 or July 4; under the provisions of Section 1, Par. 1.2, Rule IX, he would be paid his regular pay plus an additional twelve (12) hours pay to compensate him for the mandatory July 4 holiday.

**Section 2: Annual Leave**

- 2.1 Each eligible employee in the classified service shall earn and accumulate annual leave with pay as follows:
  - (a) An employee with ten years and less of continuous service shall accumulate annual leave at the rate of 8.3077 hours per bi-weekly pay period worked, not to exceed 216 hours per year.
  - (b) An employee with eleven (11) or more years of continuous service shall accumulate annual leave per the below chart on an annual basis. Said annual leave is to be credited to the employee on a per bi-weekly pay period worked, not to exceed the annual maximum.

(continued on the next page)

<b>Years of Service</b>	<b>Annual maximum earned leave</b>
11	228
12	240
13	252
14	264
15	276
16	288
17	300
18	312
19	324
20	336
21	348
22 and up	360

- (c) Leave accruals shall be in hours or decimal parts thereof commensurate with the regular base hours of work assigned to each class of work.
- (d) Earned but unused annual leave credits shall be accumulated for each employee and shall be carried forward from one calendar year to the next, but the maximum amount of accumulated leave which may be thus carried forward shall be ninety (90) days.
- (e) EMPLOYEES HIRED BEFORE APRIL 26, 1986
- These employees will be able to accumulate and carry forward to the next year a maximum of ninety (90) days of annual leave. An employee must use the leave over the 90-day limit before the end of the year or lose the excess leave.
- (f) EMPLOYEES HIRED AFTER APRIL 26, 1986
- These employees will be allowed to carry over, from one (1) year to the next, a maximum of ninety (90) days of annual leave. Employees will not be paid for any annual leave over

the ninety (90)-day limit before the end of the year or lose the excess leave.

- 2.2 Persons employed on a subject-to-call basis, or under emergency or transient type appointments, or paid at Special Rates, shall not be entitled to accumulate annual leave; except in the case of those persons who are currently employees accumulating leave and who have been temporarily promoted on a transient basis to fill a vacant position pending filling of the vacancy by regular appointment.
- 2.3 Each eligible employee shall earn annual leave credits during:
- (a) the first full bi-weekly pay period worked and ensuing pay periods worked and,
  - (b) the last full bi-weekly pay period worked prior to termination. No annual leave shall accrue to an employee for any bi-weekly pay period during which she/he is on leave without pay, or suspension for more than seven (7) hours for Class A, eight (8) hours for Class B, and twelve (12) hours for Class C.
- 2.4 No annual leave may be used until an employee has an accumulation of six (6) working days of such credits. This applies only to the initial use of annual leave and neither means nor implies that a balance of six (6) days be maintained. Subject to this requirement, each employee shall be entitled each year to use at least the amount of leave accumulated during that year and may, with the approval of his assistant chief, use any amount not in excess of the total accumulated and unused. Such leave may be used only at the time or times approved by the assistant chief, based upon the departmental work load and the demand for the employee's services. An employee may be required to use annual leave for vacation purposes, provided that such use is in conformity with a departmental policy set forth and impartially administered by the appointing authority. Any employee who feels that she/he has been treated unreasonably in regard to the use of annual

leave may file a written appeal to the Jefferson Parish Fire Civil Service Board in accordance with the conditions outlined in Paragraph 2561 of the Fire and Police Civil Service Laws.

- 2.5 In computing and recording charges against an employee's accumulated annual leave, deduction shall be made only for such time that the employee is absent when scheduled to work. The minimum charge against annual leave shall be a unit of one-quarter (1/4) of an hour.
- 2.6 Upon an employee's death, termination of employment, or entry into active duty with the Armed Forces of the United States, after an initial accumulation of six days of annual leave as set forth in Section 2.4, Rule IX, such employee shall be paid for all unused annual leave accrued to his/her credit, except that:
- (a) when an employee resigns without giving at least ten (10) working days notice, the employee shall be paid only that portion of annual leave accumulation in excess of ten (10) days; except that the required ten (10) days notice requirement may be waived for cause stated in writing by the appointing authority;
  - (b) when the employee resigns to accept a provisional, transient, or probational appointment without a break in service, or with a break in service not in excess of one full bi-weekly pay period, all unused annual leave accrued to such employee's credit shall remain to his/her credit when she/he begins service in the new position;
  - (c) when an employee is removed from the Parish service for disciplinary reasons she/he shall be paid for all accumulated leave; provided, however, that the appointing authority may withhold payment in any amount necessary to offset the cost to the Parish for damages which may have been caused by the employee or for the failure of the employee to return in good condition any

Parish equipment or materials which may have been issued to him/her.

- 2.7 Payment for each day of unused accumulated annual leave shall be determined by reference to the base salary plus longevity.
- 2.8 Whenever the working schedule of an employee is changed, the amount of unused annual leave accrued to his credit at the time of the schedule change shall be adjusted proportionately. For instance:

Class A Employees:

- (a) If a Class A employee with 70 hours of leave accumulated were to change to Class B, his leave accumulation would increase to 80 hours or vice-versa.
- (b) If a Class A employee with 70 hours of leave accumulation were to change to Class C his leave accumulation would increase to 120 hours or vice-versa.

Class B Employees:

- (a) If a Class B employee with 80 hours of leave accumulated were to change to Class A, his leave accumulation would decrease to 70 hours.
- (b) If a Class B employee with 80 hours of leave accumulation were to change to Class C his leave accumulation would increase to 120 hours.

Class C Employees:

- (a) If a Class C employee with 120 hours of leave accumulated were to change to Class A, his leave accumulation would decrease to 70 hours.
- (b) If a Class C employee with 120 hours of leave accumulation were to change to Class B his leave accumulation would decrease to 80 hours.

If, in making the adjustment required by this Rule, the resulting total accumulations should exceed the maximum normally provided by these Rules, the employee shall be allowed to retain to his credit the excess over the normal maximum, but shall not accumulate further leave until his balance

is reduced to a point below the normal maximum.

**Section 3: Sick Leave**

3.1 Each employee shall earn and accumulate sick leave with pay as follows:

- (a) Class A Employees shall earn and accumulate sick leave at the rate of 3.5 hours per bi-weekly pay period.
- (b) Class B Employees shall earn and accumulate sick leave at the rate of 4.0 hours per bi-weekly pay period.
- (c) Class C Employees shall earn and accumulate sick leave at the rate of 6.0 hours per bi-weekly pay period.

Persons employed on a subject-to-call basis, or under emergency or transient type appointments, or paid at Special Rates shall not be entitled to accrue sick leave; except in the case of those persons currently employed and accumulating leave and who have been temporarily promoted on a transient basis to fill a vacant position, pending filling of the vacancy by regular appointment.

3.2 Each eligible employee shall earn sick leave during:

- (a) the first full bi-weekly period worked and ensuing pay periods and;
- (b) the last full bi-weekly pay period worked prior to termination.

No sick leave shall accrue to an employee for any bi-weekly pay period during which he/she is on leave without pay, or suspension for more than seven (7) hours for Class A, eight (8) hours for Class B, and twelve (12) hours for Class C.

3.3 The Director may, at his discretion, advance an employee sick leave with pay not in excess of five (5) working days, providing that such advanced leave must be charged against the first available sick or annual leave accumulations credited to the employee. In such a case, the Director must furnish the employee a written notice of the

action, and copies of this notice must be sent to the Appointing Authority and the Finance Department. Sick leave with pay in excess of five (5) days may be advanced to an employee only with the prior approval of the Appointing Authority.

- 3.4 There shall be no limitation on the amount of sick leave which may be accumulated and carried forward from one year to the next.
- 3.5 In support of usage of sick leave with pay, an employee shall furnish his supervisor notice of the need for and cause of his absence from work and, where appropriate, a prognosis. The notice shall be in writing and shall be furnished in advance or, if advance notice is not possible, as soon as reasonably practical and in no case later than ten (10) calendar days after the onset of sick leave. In addition:
- (a) if the amount of sick leave taken amounts to five (5) or more consecutive working days, the employee shall as soon as reasonably practical and in no case later than ten (10) calendar days after the onset of the sick leave, file with his supervisor a written statement by a registered physician or other acceptable authority certifying that the employee was ill and unable to work during the period of sick leave of absence; and/or;
  - (b) if there is a reasonable doubt as to the validity of an employee's claim for consecutive sick leave days of four (4) or less, the appointing authority may require written evidence of illness by giving the employee written notice of the need therefor, and/or;
  - (c) in any case in which an employee fails to provide the statements or evidence required in (a) or (b) above, or in which the appointing authority has cause to doubt the validity of the statements or evidence provided, the appointing authority, as a condition of granting such leave, may require the employee to undergo examination by a

Parish physician, at Parish expense, and/or;

- (d) if the appointing authority determines that an employee charged an absence against sick leave although no actual illness or disability occurred, he shall correct the time and attendance reports to show the employee on unauthorized leave of absence without pay for the period in question, shall take steps appropriate to recover compensation paid to the employee for the period in question and, also, may take such other disciplinary action as he deems fit, and/or;

3.6 In computing and recording charges against an employee's accumulated sick leave, deduction shall be made only for such time that the employee is absent when scheduled to work. The minimum charge against sick leave shall be one quarter (1/4) or an hour.

3.7 All unused sick leave remains to an employee's credit:

- (a) when the employee resigns to accept a provisional, transient or probational appointment in the classified service without a break in service or with a break in service not in excess of one full bi-weekly pay period;
- (b) during any period when she/he is carried on authorized military leave without pay, or;
- (c) when she/he is reinstated or re-employed after layoff, or;
- (d) when she/he is transferred from one department or agency to another.

Records of the central payroll office shall be used in determining the amount of leave involved.

3.8 Upon separation from Jefferson Parish employment after having attained sufficient creditable service to qualify for a current or a deferred retirement benefit under the

Parochial Employee's Retirement System and/or Employee's Retirement System of Jefferson Parish and/or the Firefighters Retirement System as established in R.S. 33:2151, an employee shall be paid for all unused sick leave to his credit at the time of separation at the rate of 1 day's pay for each 2 days of unused sick leave.

In lieu of the Payment provided hereinabove, the employee may elect and be granted retirement service credits in accord with Act 302 of the 1974 session of the State Legislature and in accord with similar and related provisions of Ordinance No. 11027 of Jefferson Parish; in which case, no cash reimbursement for unused sick leave shall be made to the employee.

The sick leave to be reimbursed as herein provided shall be limited only to that sick leave which is earned under the provisions of Section 3 of this rule. No payment whatever shall be made for any other sick leave advanced or bestowed under other authority.

If an employee elects to be paid for unused sick leave as hereinabove provided, he shall be construed to have used all such sick leave credited to him at the time of such payment.

- 3.9 When an employee suffers a job-related injury which entitles him to compensation under the State workman compensation laws, he shall be permitted to use and be paid for accumulated sick leave to an extent sufficient to make up the difference between the amount received from workman compensation and the regular salary which would be paid for full-time employment--thus providing continued payment of the equivalent of full salary to the disabled employee so long as there is accrued and unused sick leave available.

To accomplish this, either of two methods may be used:

- (1) The employee shall endorse to the Parish his workman compensation checks and, in return, be issued a Parish check for his full salary, being charged sick leave in

proportion to the difference between the amount of workman compensation and regular full salary; or

- (2) The employee shall request the workman compensation insurer to certify to the Parish the amount of compensation paid per check, and the fact of continuance thereof, or, at the request of the Parish, shall personally furnish such certification on a form provided by the appointing authority. Receipt of such certification(s), or the employee's failure to supply such, shall constitute the authority for the Parish to pay or refuse to pay the requested sick leave in an amount sufficient to make-up the difference between full salary and workman's compensation. When partial payments are made in accord with this section, the charge against accumulated sick leave shall be proportioned to the difference between total regular salary and the workman's compensation paid.

The provisions of this sub-section shall also be applicable to Section 4 of this Rule IX regarding leave provisions for firefighting personnel.

Whenever the employee has sufficient sick leave to take advantage of either option, any leave of absence without pay which may be incurred will not be used as a penalty normally required by Rule IX.

#### **Section 4: Leave Provisions for Firefighting Personnel**

- 4.1 Employees in any of the firefighting classes of work shall earn and accumulate annual leave and sick leave in the same manner as all other employees eligible under this rule. However, because of the peculiar nature of the established firefighting tour of duty (24 hours on - 24 hours off, each tour being equivalent to two (2) 12-hour working days), an employee working such a tour of duty shall be charged two (2) days of annual leave or sick leave for each 24 hour tour of duty he is absent from work (see illustration at end of this Section.)

- 4.2 In addition to the sick leave accumulation provided in Section 3 above, each uniformed firefighting employee who, as a normal duty requirement, may be required to engage in firefighting or fire prevention, or, as part of his duties, be required to be in attendance on the scene of a fire, (as distinguished from support services such as custodial, record keeping, etc.) shall be granted a "bank" of fifty-two (52) calendar weeks of special sick leave to be used only in cases of injuries sustained while on duty, if such injuries are compensable under State workman compensation laws. This special sick leave may be used only on the basis of a full report of the injury submitted to the Director in the manner and on the forms prescribed by the Appointing Authority. The 52-week sick leave "bank" shall be renewed on January 1 of each calendar year; except that, under no circumstances may an employee be covered by the sick leave "bank" for more than 52 weeks for any one injury.

The rights and benefits of employees provided in LSA-R.S. 33:1995 are hereby recognized as controlling for the subject matter of sick leave.

"Every fireman in the employ of a municipality, parish, or fire protection district to which this Sub- part applies, shall be entitled to full pay during sickness or incapacity not brought about by his own negligence or culpable indiscretion for a period of not less than fifty-two weeks."

- 4.3 When an employee who normally works a regular firefighting tour of duty is carried on leave without pay, the amount of pay to be deducted for the absent time shall be computed by multiplying the number of hours absent from duty by the employee's base salary plus longevity.

## **Section 5: Funeral Leave**

- 5.1 When there is a death in the immediate family (as defined in Rule I) of an employee other than transient, emergency, or others not eligible to accumulate leave, the Director shall grant two (2) days of Funeral

Leave which shall not be charged to the employee's Annual or Sick Leave in any amount up to, but not in excess of three (3) additional days to permit such out of local-area travel time which the Director deems necessary; but under no condition shall a combination of Funeral Leave and Sick Leave span a period of more than five (5) consecutive calendar days.

5.2 When there is a death in the immediate family (as defined in Rule I) of the spouse of the employee, other than transient, emergency, or other employee not eligible to accumulate leave, the Appointing Authority shall grant one (1) day of Funeral Leave which shall not be charged to the employees's Sick or Annual Leave. Additional leave of absence, chargeable to Sick Leave, may be granted by the Appointing Authority to permit such out of local-area travel as the Appointing Authority may deem necessary, but under no condition shall a combination of such Funeral Leave and Sick Leave span a period of more than five (5) consecutive calendar days.

5.3 In support of requests for Funeral Leave and Sick Leave supplemental thereto, the employee shall furnish to his supervisor written notice of the need for absence, including in such notice the name and relationship of the deceased, the date of death, and such other information as may reasonably be required to justify the leave requested. The employee shall furnish the required notice in advance or as soon as reasonably practical, and in no case later than ten (10) calendar days after the date of the end of such leave.

Failure by the employee to comply with a request to furnish such notice and information shall be cause for denial and/or cancellation of the leave.

After granting any leave under this Section, should it be determined by the Appointing Authority that the leave was not justified, the leave charge shall be changed to Leave of Absence Without Pay, and the Appointing Authority shall also take such other disciplinary action as is deemed suitable.

**Section 6: Civil Leave**

- 6.1 An employee shall be given time off without loss of pay when performing jury duty; when subpoenaed to appear before a court, public body, commission or board; when performing emergency civilian duty in connection with national defense; when ordered to appear for a medical or other examination by the Selective Service System or by a branch of the Armed Forces of the State or United States; for the purpose of voting or serving as an election official in either a primary, general, or special election in Jefferson Parish; when taking or participating in a Jefferson Parish civil service examination. An employee taking an examination for a license or certificate from a city or state agency may be granted civil leave if the appointing authority certified that the service will benefit by the employee's acquisition of the certificate or license.
- 6.2 When an employee is authorized or assigned to attend a convention, a conference, or a training program directly related to his own position or to the functions and operations of his department, he shall be considered to be on duty and no leave shall be reported for or charged against the employee.

**Section 7: Leave of Absence Without Pay**

- 7.1 The Director may grant an employee, other than a transient employee, leave without pay for a period not to exceed an aggregate of ninety (90) calendar days within a period of twelve consecutive months, whenever such leave is considered to be in the best interest of the service; provided that:
- (a) leave without pay for a longer period may be granted only with the consent of the Appointing Authority; and
  - (b) when an employee is on leave without pay for more than five (5) consecutive days, the Director of Fire and Emergency Services must submit a report to the Appointing Authority; and
  - (c) when an employee does not return to work at the expiration of a period

of leave without pay as authorized herein, she/he shall be considered having resigned her/his position as of the day following the last day of leave; and

- (d) provisional and transient employees may be granted temporary leave without pay for a period not exceeding five (5) working days.

## **Section 8: Special Leave of Absence Without Pay**

- 8.1 An Appointing Authority may grant a regular employee special leave of absence without pay for the purpose of enabling the employee to accept an unclassified position in the Parish of Jefferson employment, except an elective office. The leave without pay herein authorized shall end automatically whenever the employee resigns from his unclassified position or his employment therein is otherwise terminated.
- 8.2 An appointing authority may grant a regular employee special leave of absence with pay for a period not to exceed one (1) year to permit the employee to obtain educational training, the end result of which would be betterment of the service rendered to the public. To obtain such leave, the employee must clearly demonstrate that the course of study is related directly to the work of the organization unit in which he is employed.

## **Section 9: Military Leave With Pay**

- 9.1 Any regular or probationary employee who is a member of a reserve component of the Armed Forces of the United States or the State of Louisiana shall be granted military leave of absence from his position for a period not to exceed fifteen (15) working days in any calendar year, without loss of pay, annual or sick leave, or other benefits, when ordered to active duty for field training or related or similar purposes.
  - (a) An appointing authority may grant a regular or probationary employee annual leave, leave without pay, or both, in accordance with other provisions of these Rules, for

periods of training in excess of fifteen (15) working days.

- 9.2 Any regular or probationary employee who is inducted or ordered to active duty to fulfill his reserve obligation, or who is ordered to active duty for an indefinite period in connection with reserve activities, is ineligible for the military leave with pay permitted under 9.1 above.

**Section 10: Military Leave Without Pay**

- 10.1 Any regular employee or probationary employee who enters upon active military or naval duty with the Armed Forces of the United States or the State of Louisiana shall be placed on military leave without pay. Such leave shall extend through a date ninety (90) days after he is relieved from military service or from hospitalization continuing after discharge for a period of not more than one (1) year.

The employee shall be restored to the position which he vacated, provided: (1) he makes written application to the appointing authority of the organization unit in which he was formerly employed within ninety (90) days from the date of his honorable discharge or discharge under honorable conditions, or from hospitalization continuing after discharge for a period of not more than one (1) year; and (2) he is physically and mentally capable of performing the work of his position to the satisfaction of the appointing authority.

An employee who was placed on military leave while serving a working test period, upon returning to his position, shall be required to serve the remaining portion of the working test period before he may gain permanent status in his class of position.

- 10.2 If a position vacated by an employee entering the armed service no longer exists when he qualifies to return to work, he shall be entitled to re-employment in any position of the same classification within the organization unit in which he was previously employed, provided such re-employment does not necessitate laying off an employee appointed at an earlier date

than the employee returning from military leave.

10.3 If a position vacated by an employee entering the armed services no longer exists when he qualifies to return to work, and if no other position to which he might be entitled through re-employment privileges exists in the organization unit in which he was previously employed, his name shall be placed upon an appropriate re-employment list or lists by the Appointing Authority, who shall take all steps consistent with the Rules to effect re-employment at the earliest possible date. Names of persons placed on re-employment lists under the provisions of this Section shall be according to Fire and Emergency Services Rules and Regulations.

10.4 Any position vacated by an employee placed on military leave without pay may be filled only by a conditional appointment in accordance with Fire Civil Service Rules and Regulations. A regular employee temporarily occupying a position vacated by a person entering the armed services shall be entitled to all benefits provided in these Rules that he might otherwise have, except as herein provided. If and when a regular employee is required to vacate a position as the result of the re-employment of a person returning from military leave, he shall be entitled to be demoted or transferred to his former position, provided the demotion or transfer does not necessitate laying off any employee appointed at an earlier date than the employee being demoted or transferred; otherwise, he shall be eligible for placement on an appropriate eligible list.

10.5 A person on authorized military leave of absence shall be permitted to take any promotional examination given during his period of leave, provided that he must take the examination during the life of the appropriate eligible list and prior to announcement of the next examination for the same class of positions.

## **Section 11: Maternity Leave**

11.1 The Parish recognizes that pregnancy and childbirth are conditions which may

interfere with the working ability of female employees. Accordingly, inability to work resulting from pregnancy or childbirth shall be viewed as illness and shall entitle an employee to Sick Leave benefits elsewhere provided in this Rule, subject to the regular conditions and limitations set forth for the use of sick leave.

11.2 It is further recognized that, in some cases of pregnancy or childbirth, an employee, although not disabled for work, may desire leave of absence for purposes of personal convenience. In any such case, the Leave of Absence Without Pay benefits elsewhere provided in this Rule may be utilized by the employee, under the conditions and limitations set forth therein.

11.3 In order to protect the Parish from potential liability due to job-related injury, at any time during pregnancy, the Director may request the employee to furnish a written statement by a licensed physician certifying that continued employment will not be injurious to the health or welfare of the employee and/or the unborn child. If the employee does not supply the requested certificate within a period of ten (10) calendar days, the Director may require the employee to take leave of absence.

11.4 Normally, return to work following maternity leave shall commence not sooner than six (6) weeks following the date of delivery. An employee desiring to return at an earlier date shall be permitted to do so, if she furnishes a physician's certificate that return to active work will not endanger the employee's health or welfare.

## **SECTION 12: Leave for Specialized Disaster Service Volunteer**

1. Any employee who is a trained disaster volunteer of the American Red Cross may be granted leave from his regular work assignments, with pay, and without loss of seniority, annual leave, sick leave, or earned overtime or compensatory time accumulation, for any period not to exceed fifteen (15) work days in any twelve (12) month period, to participate in specialized disaster relief services for disasters designated at Level III or above in the

American Red Cross Regulations and Procedures.

- 2. Leave may be granted upon written request of the employee to the appointing authority which shall include certification of the employee as a trained American Red Cross disaster volunteer, the nature and location of the disaster, anticipated duration of the leave, nature of services required, certification by an official of the American Red Cross that the employee's services are needed, and the identity and title of the official of the American Red Cross to whom the employee is to report.

**Section 13: Holidays**

- 13.1 The following days shall be observed as holidays, except as otherwise provided specifically, elsewhere in these Rules:

January 1 (New Year's Day)  
 Mardi Gras  
 Good Friday  
 July 4 (Independence Day)  
 First Monday in September (Labor Day)  
 November 11 (Veterans Day)  
 Fourth Thursday in November (Thanksgiving Day)  
 Fourth Friday in November (Day after Thanksgiving Day)  
 December 25 (Christmas)

Should any of the above listed holidays fall on a day which is not a scheduled working day, the next following or immediately preceding working day, whichever is closer, shall be observed as the holiday.

- 13.2 In addition to the provisions of Section 13.1 above, any other holiday which may be declared by the Parish Council or the Parish President shall be observed by such employees and under such conditions as might be specified in the declaration of such holiday.

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