

**Snohomish County Fire District #5
EMPLOYMENT AGREEMENT – DEPUTY CHIEF OF OPERATIONS**

THIS EMPLOYMENT AGREEMENT is made and entered into this 11th day of December, 2018 by and between Snohomish County Fire District #5, hereinafter referred to as the "Employer", and Scott Clark, hereinafter referred to as the "Deputy Chief", both of whom agree and understand as follows:

Section 1 Duties and Responsibilities

- 1.1 The Deputy Chief of Operations duties and responsibilities shall be as established by the Fire Chief.
- 1.2 The duties and responsibilities of the Deputy Chief of Operations may change from time to time according to the needs of the District.
- 1.3 The parties agree and support the need for flexibility in defining the duties and of the Deputy Chief.
- 1.4 The Deputy Chief of Operations shall report directly to the Fire Chief.

Section 2 Performance Evaluation

- 2.1 The Fire Chief shall regularly but no less than annually review and evaluate the performance of the Deputy Chief.
- 2.2 The Fire Chief shall define goals and performance objectives for the Deputy Chief that he determines necessary for the proper operation of the District, and in the establishment of the objectives, shall further designate a relative priority among those various objectives.

Section 3 Salary

- 3.1 The Deputy Chief's salary effective January 1, 2018 shall be \$8,853 monthly.
- 3.2 The salary shall be increased on January 1st of each year by a percent equivalent to the twelve month increase in the Seattle-Tacoma-Bremerton CPI-W through August of the year previous to the increase effective date. In no event shall the annual increase be less than 1% or greater than 3.75% of the Seattle Tacoma Bremerton CPI/W except by mutual agreement.
- 3.3 The Employer shall meet and confer with the employee in the fourth quarter of each calendar year to consider salary adjustments, in addition to the COLA as provided in Section 3.2, and other matters as agreed to by the parties.

Section 4 Hours of Work

- 4.1 The Deputy Chief of Operations will typically maintain an office presence of four (4) ten (10) hour days. It is however recognized that the Deputy Chief must devote a great deal of time outside normal office hours to the business

must devote a great deal of time outside normal office hours to the business of the District including but not limited to serving as Duty Chief and responding to 911 calls.

- 4.2 The Deputy Chief shall schedule his time to meet the needs of the District as authorized and approved by the Fire Chief.
- 4.3 The Deputy Fire Chief is an exempt employee and will not receive FLSA overtime or comp time.
- 4.4 This agreement shall be interpreted and applied to insure to the extent possible the continued exempt status of the Deputy Chief.

Section 5 Vacation

- 5.1 Vacation hours shall be earned and credited at a rate of fourteen (14) per month worked.
- 5.2 Employee may take vacation in full or half day increments. Employee's vacation account shall be debited five (5) hours for half days and ten (10) hours for full days.
- 5.3 The Employee shall be paid for any unused accumulation of vacation time (capped pursuant to Paragraph 5.4 below) when he is permanently separated from employment (resignation, death, retirement, layoff or discharge.)
- 5.4 The Employee shall be allowed to carry forward a maximum vacation accrual not to exceed two (2) years at the applicable accrual schedule.
- 5.5 Use of vacation time off shall require the approval of the Fire Chief. Vacation requests shall be submitted in a timely fashion on District approved forms.
- 5.5 The Fire Chief shall assign time off for accrued vacation in excess of the maximum amount which may be accumulated unless otherwise approved by the Board of Commissioners.

Section 6 Sick Leave

- 6.1 The employee shall accrue sick leave at a rate of eight (8) hours per month.
- 6.2 Sick leave may be used when an employee is unable to work due to off duty injury or illness. Duty related injury or illness shall be covered through L & I insurance.
- 6.3 Sick leave shall accrue only when an employee is on paid status.

Section 7 Automobile

- 7.1 The Employee when assigned a District owned vehicle shall use the vehicle at all times when on official District business, when on response, ready standby, or when required to remain in communication.
- 7.2 The Employee shall be available to the District at all times when utilizing the assigned vehicle.
- 7.3 The District maintains a zero tolerance policy regarding the use of alcohol while operating a District vehicle. District vehicles are not to be operated by other than District Employees.

Section 8 Employer Pension Contribution

- 8.1 The employer shall contribute to the Washington State LEOFF Plan II as required by applicable law.
- 8.2 The employer shall contribute \$300 per month to the Washington State 457 Deferred Compensation Plan (DCP).

Section 9 Medical/Dental Insurance Coverage

- 9.1 The Employer shall provide medical, dental and vision insurance coverage equivalent to that received by the represented employees of the District.

Section 10 Holidays

- 10.1 Holidays will be observed on the dates designated by Snohomish County as legal holidays.
- 10.2 Although the Deputy Chief will normally not be required to maintain an office presence on holidays it may be necessary that the Deputy Chief be available on call for which there will be no additional compensation.

Section 11 Bereavement Leave

- 11.1 In the event of a death in the immediate family (i.e. spouse and children of the employee, parents or step parents, brothers, sisters, grandchildren, grandparents of the employee, and those of the employee's spouse) of the Deputy Chief, the Deputy Chief shall be granted up to one (1) day off with pay.
- 11.2 The Fire Chief, as his sole discretion, may grant an additional day off.

Section 12 Clothing Allowance

- 12.1 The Employer shall provide all clothing and safety gear required of the employee in the performance of his duties.

Section 13 Cellular Telephone Usage

- 13.1 The Deputy Fire Chief will be provided with a cell phone and is authorized to utilize this assigned cell phone for limited personal use. Personal use does not include any side business or profit making ventures.

Section 14 Professional Development

- 14.1 The Employer agrees to pay necessary and reasonable travel and other expenses for the Deputy Chief's professional development.
- 14.2 The Employer shall pay all necessary and reasonable expenses related to acquiring and maintaining certifications and qualifications required of the Deputy Chief by the Employer.

Section 15 Discipline and Discharge

15.1 The Deputy Chief shall be on probation for the first twelve months in the position. During probation the employer, at its sole discretion, may demote the employee to his last held position. Thereafter the Employer may discipline, suspend, or discharge the Deputy Chief for just cause.

Section 16 Grievance Procedure

- 16.1** Disputes involving the interpretation or application of the terms and provisions of this agreement shall be resolved following the procedures set forth herein. Access to this provision is granted to the District through the Board of Fire Commissioners referred to as the "Board" and to the Deputy Chief referred to as "DC".
- 16.2** Disputes between the parties shall be discussed and resolved on an informal basis when possible.
- 16.3** A dispute which is not resolved by informal discussion may be submitted as a formal written complaint within thirty (30) days of know occurrence.
- 16.4** Said complaint shall include the facts of the matter, stipulation of the provisions of the contract in question and remedy requested.
- 16.5** Within a reasonable time of submission of a formal complaint the Board, Chief and DC shall meet for the purpose of resolving the complaint. If within 45 days from the date the complaint was submitted the complaint is not resolved the complainant may within fifteen days thereafter submit the issue to arbitration by serving written notice.
- 16.6** Upon request to arbitrate a complaint the parties shall attempt to agree on an arbiter. If within seven calendar days an agreement has not been reached the parties shall request a list of arbiters from the Public Employment Relations Committee or the Federal Mediation and Conciliation Service from which one arbiter shall be chosen by the traditional striking method.
- 16.7** The arbiter thus chosen shall preside over such testimony and accept such written evidence and documents as he or she feels necessary to decide the issue.
- 16.8** The arbiter shall provide a timely written decision which shall be binding on the parties.
- 16.9** The cost of the arbiter shall be shared equally by the parties. The cost of presentation of the respective positions shall be born by the presenting party.
- 16.10** Time limits may be waived by written mutual consent. The purpose of this dispute resolution procedure is to provide fair, efficient and cost effective resolution to disputes. In order to provide flexibility to the process some timelines are left open to a reasonableness measure. The parties agree to support the procedure with due diligence.
- 16.11** All grievance meetings and hearings shall be private and closed to the public.

Section 17 Litigation/Defense

- 17.1** In the event the Deputy Chief is named as a defendant in an action or proceeding arising out of the good faith performance of his duties the Employer shall pay all cost of his legal defense and judgments rendered against him.
- 17.2** The Employer's obligation may be satisfied all or in part by the District's insurance carrier.

Section 18 General Provisions

- 18.1** Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing and delivered personally or sent by registered or certified mail to the Deputy Chief at his last documented mailing address, or to the District at its principal office.
- 18.2** This agreement contains the entire agreement between the parties hereto relating to the subject matter hereof, and no modifications of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 18.3** Any provisions hereof which are prohibited by law or are unenforceable shall be inoperative and all of the remaining provisions of the Agreement shall, nevertheless, continue in effect.
- 18.4** In the event of the Deputy Chief's death, all wages and benefits due the Employee shall be handled in accordance with the probate laws of the State of Washington.

Section 19 Resignation

- 19.1** In the event that the Deputy Chief voluntarily resigns his position with the District, the Employee shall give the District a minimum 30 days written notice.
- 19.2** Such resignation in good standing entitles the Deputy Chief to a lump sum payment equivalent to all accrued vacation and holiday time (subject to maximum accumulations in Section 5).


Section 20 Continuing Status

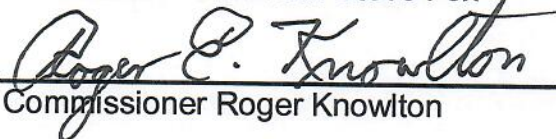
- 20.1** In the event the Deputy Chief of Operations position is eliminated for any reason the Employee retains the right to return to the bargaining unit at the rank of firefighter.
- 20.2** In the event of a change of governance of the District including but not limited to consolidation, annexation or regional fire authority the employee shall be made whole for the full term of the agreement.

Section 21 Term of Agreement

- 21.1 Subject only to (Section 15) Discipline and Discharge and (Section 20) Continuing Status of this Agreement, the Employee shall be retained as Deputy Fire Chief of Snohomish County Fire District #5, for three (3) years, commencing on January 1, 2018.
- 21.2 This agreement shall automatically renew for periods of three (3) years unless terminated by mutual agreement or as otherwise provided herein.
- 21.3 The District may choose not to renew this agreement at its sole discretion.
- 21.4 In the event the District chooses not to renew this agreement the employee shall be so notified in writing three months prior to the expiration date.
- 21.5 If the District chooses not to renew the agreement the Employee shall receive severance pay equivalent to (3) three months of the employee's base pay (Section 3) plus a payment equal to (3) three months medical/dental insurance premium (Section 9).

Snohomish County Fire District #5

 Dec 11, 2017
Commission Chairman Steve Fox Date

 Dec 11, 2017
Commissioner Roger Knowlton Date

Commissioner Brian Copple Date

 12/11/17
Fire Chief Merlin Halverson Date

EMPLOYEE:

 12-11-2017
Scott Clark Date