

Snohomish County Fire District #5

EMPLOYMENT AGREEMENT – DEPUTY CHIEF OF ADMINISTRATION

THIS EMPLOYMENT AGREEMENT is made and entered into this 1st day of January, 2020 by and between Snohomish County Fire District #5, hereinafter referred to as the “Employer”, and Jim Fulcher, hereinafter referred to as the “Deputy Chief (DC)”, both of whom agree and understand as follows:

Section 1 Duties and Responsibilities

- 1.1 Duties and responsibilities of the Deputy Chief of Administration shall be to perform all administrative and confidential tasks, including those duties of the Chief if the Chief is disabled or out of the office for more than 30 consecutive days, to include those tasks as the Deputy Chief may be assigned by the Chief. These Duties and responsibilities may change from time to time according to the needs of the District.
- 1.2 The parties agree and support the need for flexibility in defining the duties and of the Deputy Chief.

Section 2 Performance Evaluation

- 2.1 The Fire Chief shall annually review and evaluate the performance of the Deputy Chief.
- 2.2 The Fire Chief shall annually 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, 2020 shall be \$5,688 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 cost of living adjustment (COLA) be less than 1% or greater than 3.75% of the Seattle Tacoma Bremerton CPI/W except by mutual agreement.
- 3.3 The Deputy Chief shall be compensated 10% of the Deputy Chiefs regular hourly rate for every hour worked on standby as Duty Officer.
- 3.4 The Deputy Chief may request payment at the regular hourly rate for responses made off Duty where response to in-service time is greater than 15 minutes.
- 3.5 The hourly rate for the purpose of this Agreement shall be determined by multiplying the monthly salary by 12 and dividing by 1664 hours.

Section 4 Hours of Work

- 4.1 The Deputy Chief of Administration will typically maintain an office presence of four (4) eight (8) hour days. It is however recognized that the Deputy Chief must devote a great deal of time outside normal office hours to the business of the District, and to that end, the Deputy Chief will be allowed to utilize "flex" time as appropriate and authorized by the Fire Chief.
- 4.2 The Deputy Fire Chief is an exempt employee and will not receive FLSA overtime or comp time.
- 4.3 This agreement shall be interpreted and applied to insure to the extent possible the continued exempt status of the Deputy Chief.

Section 5 Paid Time Off (PTO)

- 5.1 Paid Time Off shall be earned and credited at a rate of eight (8) hours per month worked.
- 5.2 The Deputy Chief may take PTO in full or half day increments. The PTO account shall be debited four (4) hours for half days and eight (8) hours for full days.
- 5.3 The Deputy Chief shall be paid for any unused accumulation of PTO (capped pursuant to Paragraph 5.4 below) when he is permanently separated from employment (resignation, death, retirement, layoff or discharge.)
- 5.4 The Deputy Chief shall be allowed to carry forward a maximum PTO accrual not to exceed two (2) years at the applicable accrual schedule.
- 5.5 Use of PTO shall require the approval of the Fire Chief.
- 5.5 The Fire Chief shall assign time off for accrued PTO in excess of the maximum allowed accrual.
- 5.6 Sick leave will accrue as required by applicable law and may be used when an employee is unable to work due to off duty injury or illness or as otherwise provided by applicable law or District policy. Likewise, duty related injury or illness shall, as required by law, be covered through L & I Industrial Insurance.
- 5.7 PTO shall accrue only when an employee is on paid status.

Section 6 Duty Officer

- 6.1 The Deputy Chief shall participate in the Districts Duty Officer program during off shift times including holidays and weekends.
- 6.2 The Duty Officer schedule shall be established by the Fire Chief on a quarterly basis after considering the needs of participating officers and the District.
- 6.3 Remuneration for participation in the Duty Officer program shall be as described in Section 3 Salary.

Section 7 Automobile

- 7.1 The Deputy Chief 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 Deputy Chief 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 and/or prescription or non-prescription drugs that may affect performance while operating a District vehicle. The Deputy Chief shall notify the Chief at such time as he has been prescribed prescription drugs so that a determination can be made whether or not the Deputy Chief may safely operate the District vehicle.
- 7.4 District vehicles are not to be operated by other than District Employees.

Section 8 Employer Pension Contribution

- 8.1 The Employer and Deputy Chief shall contribute to the Washington State PERS Plan II as required by applicable law.

Section 9 Medical/Dental Insurance Coverage

- 9.1 The Employer shall contribute, on behalf of the Deputy Chief, to a Medical Savings Account of the Employer's choosing an amount equal to the contribution made by the Employer for medical and dental coverage for a represented employee.

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 as the Duty Officer as described in Article 6.

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, aunts, uncles, cousins, brothers in law, sisters in law of the employee or spouse of the employee, 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 Employee's reasonable 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 District may discipline, suspend, or discharge the Deputy Chief for just cause.

Section 16 Grievance Procedure

16.1 Any dispute involving the interpretation or application of the terms and provision of this Agreement shall be resolved by the Deputy Chief submitting to the Fire Chief within ten (10) days of the act complained of, or a reasonable knowledge of the act, the nature and extent of the grievance specifying any provisions of this Contract violated, and seeking and spelling out a remedy that the Deputy Chief wishes.

16.2 The Chief shall have 30 days to render his or her decision in writing, and if the Deputy Chief is not satisfied with the outcome proposed by the Chief, the Deputy Chief may, within ten (10) days following receipt of that written decision by the Chief, submit a second step grievance to the Board of Fire Commissioners.

16.3 The Deputy Chief shall have a right to appear in front of the Board of Commissioners and state his case, which shall occur within 30 days of the submission of the grievance to the Board of Commissioners, and the Board of Fire Commissioners shall have 15 days after receiving such reasons therefore, and the remedy sought, to tender its opinion in writing, which shall be sent to the Deputy Chief at his last known address.

16.4 If the Deputy Chief does not agree with the decision of the Board of Fire Commissioners, he shall have the right within 30 days of having received a written decision of the Fire Commissioners to contact the Federal Mediation Conciliation Service "FMCS" by letter seeking the appointment of an arbitrator to determine whether there is just cause for his discipline/discharge.

16.5 The Board of Fire Commissioners and the Deputy Chief shall equally pay for the arbitrator appointed by FMCS and shall abide by their rules in terms of the hearing to be conducted concerning whether or not there is just cause to justify the Deputy Chief's discipline/discharge.

Section 17 Litigation/Defense

- 17.1** In the event the Employee 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. Provided however, if the District is a named Defendant in any litigation where the Deputy Chief is also a named Defendant, then the District and/or its designee, shall have the sole right to appoint and determine who shall be counsel representing the District and the Deputy Chief.
- 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.

Section 19 Resignation

- 19.1** In the event that the Deputy Chief voluntarily resigns his position with the District, the Deputy Chief 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 PTO. (Subject to maximum accumulations in Section 5).

Section 20 Continuing Status

- 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 Deputy Chief shall be made whole for the full term of this agreement.

Section 21 Term of Agreement

- 21.1 Subject only to Section 15 Discipline and Discharge 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, 2020.
- 21.2 The District may choose not to renew this agreement at its sole discretion.
- 21.3 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.
- 21.4 If the District chooses not to renew the agreement the Deputy Chief shall receive severance pay equivalent to (3) three months base pay (Section 3) and (3) three months payment to the medical savings account (Section 9).

Snohomish County Fire District #5


Commission Chairman Steve Fox 1/27/2020
Date - January 27, 2020


Commissioner Kelly Geiger 1-27-20
Date - January 27, 2020


Commissioner Brian Copple 1/27/2020
Date - January 27, 2020


Fire Chief Merlin Halverson 1/27/2020
Date - January 27, 2020

EMPLOYEE:


Jim Fulcher 1-27-2020
Date - January 27, 2020