

Snohomish County Fire District Five Employment Contract

This agreement is entered into between Snohomish County Fire Protection District Five herein referred to as "District" and Cathy Barth herein referred to as "Secretary". The purpose of the Agreement is to secure a commitment of the parties to the District Secretary's position in the District for the long term benefit of the District.

ARTICLE 1 AGREEMENT

- 1.1 The District Secretary shall perform all administrative and confidential duties including maintenance of confidential records, medical records of employees, and of patients served by the District. The Secretary shall serve as the auditing and investment officer of the District and perform all duties prescribed in RCW52.14. The Secretary shall attend Board of Commissioner Meetings including Executive Sessions when so directed. The Secretary shall effectively advise the Fire Chief on hiring and terminating those under her direction. 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 of the Deputy Chief of Operations.

ARTICLE 2 TERM

- 2.1 This agreement shall become effective January 1, 2020 and remain in effect through December 31, 2022.

ARTICLE 3 HOURS

- 3.1 The Secretary shall schedule hours of work to the benefit of the District as required to meet the needs of the position and approved by the Fire Chief.
- 3.2 The Secretary will normally maintain an office presence five (5) days per week seven (7) hours per day.
- 3.3 The average monthly hours of work shall be one hundred and thirty seven.
- 3.4 The Secretary is an FLSA exempt employee and will not receive overtime.

ARTICLE 4 PAID LEAVE

- 4.1 The Secretary shall be granted seven (7) hours per month paid leave.
- 4.2 The Secretary may accumulate up to the equivalent of two (2) years paid leave.
- 4.3 Upon separation from employment the Secretary shall be compensated for unused leave at her then hourly rate of pay.
- 4.4 The Secretary shall be granted paid holidays according to the schedule observed by Snohomish County Government.

- 4.5 The Secretary will normally take Holidays off, but may under special circumstances be required to work a holiday in which event she shall be granted another day off with pay within the calendar year.
- 4.6 The Secretary at her choosing and as approved by the Fire Chief may work a Holiday in trade for a day off at a later date within the calendar year.
- 4.6 The Secretary will accrue sick leave as required by Washington law which 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.

ARTICLE 5 COMPENSATION

- 5.1 The Secretary shall be compensated at a rate of \$32.06 per hour worked.
- 5.2 The Secretary's hourly rate shall be increased in January of each calendar year by no less than 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 COLA be less than 1% or greater than 3.75% except by mutual agreement.

ARTICLE 6 PENSION

- 6.1 The District shall contribute on behalf of the Secretary to the PERS retirement system an amount required by State law.

ARTICLE 7 Medical

- 7.1 The District shall contribute \$150 per month on behalf of the Secretary to a medical savings account of the employer's choosing.
- 7.2 The District shall provide the Secretary, employee only medical coverage equivalent to that received by represented employees.

ARTICLE 8 DISPUTE RESOLUTION

- 8.1 Any dispute involving the interpretation or application of the terms and provision of this Agreement shall be resolved by the District Secretary submitting to the Fire Chief within ten (10) days of the act complained of, or 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 District Secretary wishes.
- 8.2 The Chief shall have 30 days to render his or her decision in writing, and if the District Secretary is not satisfied with the outcome proposed by the Chief, the Secretary 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.
- 8.3 The District Secretary shall have a right to appear in front of the Board of

Commissioners and state his case, which shall occur within 30 days of submission of the grievance to the Board of Fire Commissioners, and the Board of Fire Commissioners shall have 15 days after receiving such submission by the District Secretary, which shall state his/her grievance, the reasons therefore, and the remedy sought, to render its opinion in writing, which shall be sent to the Secretary at her last known address

- 8.4 If the District Secretary does not agree with the decision of the Board of Fire Commissioners, she 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 her discipline/discharge.
- 8.5 The Board of Fire Commissioners and the District Secretary 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 District Secretary's discipline/discharge.

ARTICLE 9 RESIGNATION/TERMINATION

- 9.1 In the event the Secretary resigns her position with the District she shall provide sixty (60) days' notice. Failure to do so may at the District's discretion result in the forfeiture of payment of accumulated paid leave.
- 9.2 The District may discipline, suspend, or discharge the Secretary only for just cause.
- 9.3 The District may allow this Agreement to expire by providing written notice to the Secretary of the District's intent at least one hundred and eighty days prior to the expiration date of the agreement.
- 9.4 If this agreement is not renewed the Secretary shall be granted severance pay equivalent to six (6) months compensation. Payment of said six months compensation may be in lump sum or in six monthly installments at the District's discretion.
- 9.6 In the event of a change of governance of the District including but not limited to consolidation, annexation or regional fire authority the Secretary shall be made whole for the full term of this agreement.

ARTICLE 10 UNIFORMS

- 10.1 The District shall provide and maintain uniforms as required by the Secretary in the performance of her duties.

ARTICLE 11 LITIGATION/DEFENSE

11.1 In the event the Secretary is named as a defendant in an action or proceeding arising out of the good faith performance of her duties the District shall pay all costs of her legal defense and judgments rendered against her. Provided, however, if the District is a named Defendant in any litigation where the District Secretary 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 Secretary. The District's obligation may be satisfied all or in part by the District's insurance carrier.

This agreement may be changed at any time by mutual agreement of the parties.
IN WITNESS WHEREOF the parties execute this agreement on this 13th day of January 2020.


District Five Board of Commissioners



Commissioner Steve Fox



Commissioner Brian Copple

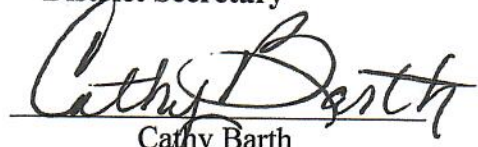


Commissioner Kelly Geiger



Chief Merlin Halverson

District Secretary



Cathy Barth