

# **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 Merlin Halverson herein referred to as "Chief".

## **ARTICLE 1 AGREEMENT**

The purpose of the Agreement is to secure a commitment of the parties to the Chief Executive Officer's position (Chief) in the District for the long term benefit of the District.

## **ARTICLE 2 TERM**

This agreement shall become effective January 1, 2018 and remain in effect through December 31, 2021. The agreement shall automatically renew for periods of three years beginning January 1, 2022 unless terminated by mutual agreement of the parties or as otherwise provided herein.

## **ARTICLE 3 HOURS**

The Chief shall schedule hours of work to the benefit of the District as required to meet the needs of the position. The average monthly hours of work shall be one hundred and fifty six.

## **ARTICLE 4 PAID LEAVE**

The Chief shall be granted twenty five days paid leave per calendar year. Upon separation all accumulated leave, up to sixty days, shall be compensated at the rates provided in Article 5 Compensation. At the Chief's request the District shall annually deposit an amount equal to 10 days' pay into a medical savings account on his behalf and deduct said days from accumulated leave.

The Chief shall be granted paid holidays according to the schedule observed by Snohomish County Government. Holidays during which the Chief is on call within the District or working a regular day may be taken as a day off at a later date within the calendar year.

## **ARTICLE 5 COMPENSATION**

### **Salary**

The Chief shall receive a salary of one hundred thirteen thousand seven hundred and seventy five dollars (\$113,775) per year.

The Chief's salary shall be increased in January of each calendar year by 1% or more as determined by the Board of Fire Commissioners pursuant to Article 10 Modification.

**Pension**

The District shall contribute on behalf of the Chief two thousand dollars per month to the Washington State 457 Deferred Compensation Program.

**Medical**

The District shall contribute monthly in behalf of the Chief to a medical savings account an amount equal to the premiums paid by the District for fulltime employee, spouse and two dependents medical and dental coverage.

The District shall upon approval of the Board of Fire Commissioners reimburse the Chief for tuition and books from an accredited institution for college courses in Fire Command, Fire Administration, Public Administration or related fields.

**ARTICLE 6 DISPUTE RESOLUTION**

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 Chief Executive Officer referred to as "Chief".

Disputes between the parties shall be discussed and resolved on an informal basis when possible.

A dispute which is not resolved by informal discussion may be submitted as a formal written complaint. Said complaint shall include the facts of the matter, stipulation of the provisions of the contract in question and remedy requested.

Within a reasonable time of submission of a formal complaint by either party the Board and Chief shall meet for the purpose of resolving the complaint. If the complaint is not resolved the complainant may within fifteen days submit the issue to arbitration by serving written notice.

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 American Arbitration Association or the Federal Mediation and Conciliation Service from which one arbiter shall be chosen by the traditional striking method.

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. The arbiter shall provide a timely written decision which shall be binding on the parties.

The cost of the arbiter shall be paid by the District. Except as otherwise provided herein the cost of presentation of the respective positions shall be born by the presenting party.

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.

#### **ARTICLE 7 RESIGNATION/TERMINATION**

In the event the Chief resigns his position with the District he shall provide thirty days notice. Failure to do so may at the District's discretion result in the forfeiture of payment of accumulated paid leave.

The District may dismiss the Chief only for just cause. In the event the Chief is dismissed and it is determined through arbitration or other legal proceeding that the termination was not for just cause the Chief shall be reimbursed for all litigation expenses in his defense and be made whole from the time of severance. The Chief at his discretion shall then be returned to duty under terms equal to or better than those that existed upon termination, or be granted severance pay equivalent to twelve months compensation as provided in Article 5 Compensation. Payment of said twelve months compensation may be in lump sum or in twelve monthly installments at the District's discretion.

The District may allow this Agreement to expire by providing written notice to the Chief of the District's intent at least one hundred and eighty days prior to the expiration date of the agreement. Failure to provide said written notice shall result in renewal of the Agreement for a three year period as provided in Article 2 Term.

If this agreement is not renewed the Chief shall be granted severance pay equivalent to six months compensation as provided in Article 5 Compensation. Payment of said six months compensation may be in lump sum or in six monthly installments at the District's discretion.

In the event of a change of governance of the District including but not limited to consolidation, annexation or regional fire authority the Chief shall be made whole for the full term of this agreement.

#### **ARTICLE 8 UNIFORMS AND EQUIPMENT**

The District shall provide and maintain uniforms, safety equipment and communication devices needed by the Chief in the performance of his duties.

The District shall provide the Chief with a late model four wheel drive vehicle with lighting and communication equipment appropriate for emergency response. The vehicle will be available to the Chief at all times. Use of the vehicle is encouraged in all instances where alarm response and/or communications with emergency responders or emergency agencies are possible or where the vehicle would facilitate the rapid return of the Chief to the District.

#### **ARTICLE 9 LITIGATION/DEFENSE**

In the event the Chief is named as a defendant in an action or proceeding arising out of the good faith performance of his duties the District shall pay all costs of his legal

defense and judgments rendered against him. The District's obligation may be satisfied all or in part by the District's insurance carrier.

**ARTICLE 10 MODIFICATION**

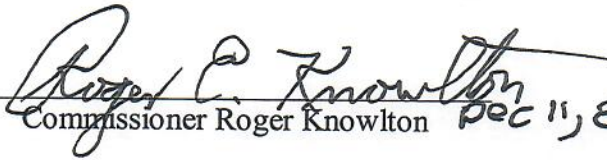
The parties shall meet in the last quarter of each calendar year for the purpose of discussing modifications to this agreement including but not limited to Article 5 Compensation.

This agreement may be changed at any time by mutual agreement of the parties.

**IN WITNESS WHEREOF** the parties execute this agreement on this 11th day of December 2017.


**District Five Board of Commissioners**

**Fire Chief**

  
Commissioner Roger Knowlton *Dec 11, 2017*

  
Chief Merlin Halverson

Commissioner Brian Copple

  
Commissioner Steve Fox *Dec. 11, 2017*